

**REQUEST FOR PROPOSAL**  
*FOR THE*  
**DESIGN/BUILD**  
*OF THE*  
**METRO ENTRANCE FACILITY (MEF)**  
*SOLICITATION NUMBER MDA 947-00-R-0001*



ISSUED BY:

THE PENTAGON RENOVATION OFFICE  
100 BOUNDARY CHANNEL DRIVE  
ARLINGTON, VA 22202

April 10, 2000

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

ITEM NO.	SUPPLIES AND SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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0001

1

Base Period  
Design and construction up to FY00 amount.

TARGET COST \_\_\_\_\_  
TARGET PROFIT \_\_\_\_\_  
TOTAL TARGET PRICE \_\_\_\_\_

ITEM NO.	SUPPLIES AND SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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0002

1

Option Period  
Remaining design and construction up to FY01 amount

TARGET COST \_\_\_\_\_  
TARGET PROFIT \_\_\_\_\_  
TOTAL TARGET PRICE \_\_\_\_\_

ITEM NO.	SUPPLIES AND SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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0003

1

Electrical Ductbank

TARGET COST \_\_\_\_\_  
TARGET PROFIT \_\_\_\_\_  
TOTAL TARGET PRICE \_\_\_\_\_

ITEM NO.	SUPPLIES AND SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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0004

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Award Fee  
Only associated with CLIN 0001, 0002 and 0003

TARGET COST \_\_\_\_\_  
TARGET PROFIT \_\_\_\_\_  
TOTAL TARGET PRICE \_\_\_\_\_

ITEM NO.	SUPPLIES AND SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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0005

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Extended overhead

TARGET COST \_\_\_\_\_  
TARGET PROFIT \_\_\_\_\_  
TOTAL TARGET PRICE \_\_\_\_\_

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## C.1 PENTAGON RENOVATION PROGRAM OVERVIEW

**C.1.1 Program Background / Goals** In the past 55 years, none of the Pentagon's original major building systems have ever been replaced or significantly upgraded. To oversee the renovation of the Pentagon, the Pentagon Renovation Program was established in 1991. The renovation will provide a modern, flexible, efficient operating environment well into the 21<sup>st</sup> century. The overarching goal of the Pentagon Renovation Program is to complete the renovation "on cost, on schedule, and built for the next 50 years".

The renovation is being accomplished in several major increments. The construction of the new heating & refrigeration plant is complete and the renovation of the basement and above ground space is currently underway. Additionally, several ancillary renovation projects are ongoing at this time.

Based on recent security assessments, DoD has deemed it essential to alter the Metro Entrance area of the Pentagon. It was decided that the new Metro Entrance Facility (MEF) will be an ancillary project to the Pentagon Renovation Program.

**C.1.2 Future Renovation Elements** Construction of the MEF will affect the future renovation of Wedges 4 and 5 currently anticipated to begin sometime during the next 8-12 years. While all proposed Wedges 4 & 5 renovation activities are not known at this time certain "core" elements are planned that the MEF must anticipate and respond to. Those elements are referred to as "Fixed Features" and are described in greater detail in Section J. Among many things, the proposed "Fixed Features" include primary building-wide circulation spaces and core components such as primary corridors, elevators, escalators and fire stairs. The new MEF must be planned so that links to the future "Fixed Features" can develop in an efficient and cost effective manner.

## C.2 THE METRO ENTRANCE FACILITY PROJECT

C.2.1. Responsibilities. The Design-Build (D-B) contractor will provide all services for the design and construction of the Metro Entrance Facility (MEF) including, but not limited to, the management, design, administration, and construction necessary for completion of the project. The contractor is responsible for the professional quality, code compliance, technical accuracy and coordination of all designs, drawings, specifications and other documents or publications upon which the design and construction are based. The contractor is responsible for the coordination of all design disciplines, trades, manufacturers, suppliers, consultants, etc., for all elements and systems. The project shall be designed and constructed in accordance with the criteria contained herein and using industry standard materials and efficient practices.

C.2.2 Location. The new MEF will be located adjacent to the southeast face of the Pentagon. The site is bounded by Rotary Road, Route 110 (Jefferson Davis Highway) under-pass and over-pass, and the East Loading Dock. The site is further constrained by the underground Metro train tunnel and its associated functions (above ground as well as below ground).



### C.2.3 Existing Conditions

- (a) *Inter-modal Usage.* The Pentagon Metro Entrance Inter-Modal Facility provides a critical link to public transportation patrons within Northern Virginia. It is estimated that 30,000 patrons utilize this station each workday. The facility consists of two components: an underground Metro rail station and an above ground Metro Bus station. Approximately 70%

of the patrons use the facility to transit between the rail and bus station. The remaining 30% are trips between the Metro system and the Pentagon.

- (b) *Exterior Area.* The MEF project area (as outlined above) consists of the Metro bus loop, the Metro rail station and surrounding road network. The existing conditions surveys in Section J show a myriad of electrical, storm, water, sewage, steam and communication lines throughout the project area. These existing conditions will need to be verified during construction.
- (c) *Interior Area.* The first floor, e-ring of the southeast face of the building currently houses one tenant that is scheduled to vacate the E-ring to D-ring space by 1 Jan 2001. The space will be left “as is” with furniture and utilities in place. This area may be utilized for the entry area of the MEF. The space not utilized by the MEF will be used to house tenants from other locations in the building. The second floor of this area is known as the Concourse area and houses the current entrance facility and a variety of commercial vendors. The existing conditions drawings in Section J reflect the layout of this area. These areas are free of asbestos and lead based paint.

**C.2.4 Project objectives** This project is directed by the Department of Defense primarily for security reasons. All other objectives and requirements are secondary to the security considerations. In order of importance, the project objectives are:

- (a) Achieve security of the Metro entrance
- (b) Organize Pentagon arrival, access and circulation areas to create a more secure environment and entrance.
- (c) Balance security concerns against a welcoming front door.
- (d) Phase and synchronize facility construction to maintain current transportation functions, Pentagon access, and minimize impacts to other construction efforts.
- (e) Minimize the visual and physical impact of the MEF on the Pentagon.
- (f) Assuming today’s capabilities are the minimum requirement, create flexibility for future developments regarding transportation and public access functions.

**C.2.5 Owner entities** The Metro Entrance Facility shall accommodate the interests, programmatic and functional requirements of five organizations – Pentagon Renovation Program (PENREN), Defense Protective Service (DPS), Federal Facilities Division (FFD) of the Washington Headquarters Service, the Pentagon Tour Office, and the Washington Metropolitan Area Transit Authority (WMATA).

- (a) *The Pentagon Renovation Program (PENREN).* PENREN is the owner’s representative and contracting agency for this project. The Contracting Officer and Contracting Officer’s Representative, are the sole points of contact for all issues and requirements regarding the MEF.
- (b) *The Defense Protective Service (DPS).* DPS is the law enforcement arm of the Washington Headquarters Service and is responsible for all security aspects related to the design, construction, and operation of the Pentagon. DPS personnel screen and control all pedestrian and vehicular access into the Pentagon and on the Pentagon Reservation.

- (c) *The Federal Facilities Division (FFD)*. FFD operates and maintains all (except WMATA) facilities and grounds located on the Pentagon Reservation.
- (d) *The Pentagon Tour Office*. The Tour Office hosts visitors to the Pentagon and provides tours of the building. In addition, the Tour Office shows films and maintains interactive exhibits that describe the facility and its history.
- (e) *WMATA*. As described in a Deed of Easement granted by the Department of Defense, WMATA is responsible for the operation and maintenance of the Pentagon Metro Rail and Bus Station facilities.

**C.2.6 Other Government Contractors.** In addition to the requirements established by the entities described above, the owner has retained other government contractors (OGCs) to provide goods and services as briefly described below. These contractors, who will provide ancillary goods and services for the MEF, also have requirements that the D-B Contractor must satisfy to ensure a fully integrated and operational facility. These requirements are provided in the Program of Facility Requirements, Section C.3. All efforts must be coordinated through the MEF Project Officer who is also the Contracting Officer's Representative.

- (a) *Security Systems*. The Pentagon Renovation Program, through the Defense Protective Service, has contracted with Radian Security for the design, fabrication and installation of a building wide Integrated Security and Identification System (ISIS). This contract will be utilized for the security system in the MEF. Radian will design the security system based on the D-B contractor's final design.
- (b) *Information Management & Telecommunications Systems (IM&T)*. IM&T, as part of the Pentagon Renovation Program has contracted with General Dynamics (GD) to provide and install the Pentagon's information and telecommunication network.
- (c) *Energy Management and Control Systems (EM&CS)*. PENREN utilizes a task order contract with Johnson Controls, Inc. (JCI) for the design, fabrication and installation of an Energy Management Control System (EM&CS) for the entire Pentagon. This contract will be used to procure EM&CS work.
- (d) *Vertical Transportation Systems*. The Pentagon Renovation Program has selected Schindler, Inc., to provide for the design, fabrication and installation of Elevators and Escalators for the Pentagon. It is the intent to use this contract for vertical transportation components in the MEF.

**C.2.7 Project Components** The Metro Entrance Facility program consists of three distinct yet interrelated components – the “Addition”, the “Interface”, and the “Loop”. The design must reflect the overall function as an inter-modal transportation facility. The new MEF must accommodate not only the individual requirements of each of these components but the requirements that result from the relationship of the three and the movement of pedestrians between each:

- (a) The Pentagon Entrance, Pass Office and Tour Office facilities (the “Addition”).



- (b) The Metro Bus Station access roads, bus stalls & platform and related facilities (the “Loop”)
- (c) Metro Rail Station connections (elevators, escalators & stairs) to the Pentagon and related facilities (the “Interface”)

C.2.8 References / Information Library. Documentation of the existing conditions and reference information necessary to the design and construction of the MEF is contained in Section J.

### C.3 PROGRAM OF FACILITY REQUIREMENTS

C.3.1 Requirement Priorities. To preserve flexibility in the specifications and the contract and to take advantage of cost and processes efficiencies, the requirements in this section are described as either a “threshold” or an “objective” requirement.

- (a) “Threshold” requirements are considered to be the minimally acceptable standard for the design and construction of the new facility. The D-B contractor shall satisfy all “threshold” requirements.
- (b) “Objective” requirements are considered to be the desirable standard for the design and construction of the new facility. To the greatest extent possible the D-B contractor shall satisfy the “objective” requirements. These are designated in this section with an (O).

Any “objective” requirement may be wholly or partially met and must be clearly identified in the contractor’s proposal. Priority of satisfying objective requirements is first to security concerns, then to building operation/maintenance objectives and then to other objectives.

#### C.3.2 General Project Requirements

C.3.2.1 *Compliance* – The minimum threshold is to provide a facility that meets current applicable Federal, State and Local codes, standards and regulations and is constructed in accordance with acceptable commercial building standards.

C.3.2.2 *Phasing* - The Pentagon’s existing transportation, entrance and building service facilities must remain operational, with minimal disruption until the new facilities are completed and operational. These existing functions include the Metro rail, WMATA, DoD and other bus services, South Parking Lot vehicular and pedestrian traffic, taxi services, East Loading Dock access, pedestrian entry /exit security points, and A/E drive entry /exit point. The D-B contractor will be responsible for all temporary, construction phase security measures. Construction phase Security Standards and Criteria are described in Section J. Coordinate with DPS for specific security issues during phasing. The D-B contractor will also be responsible to maintain handicapped accessibility throughout the construction phases. Provide advance notification, 2-3 weeks, of pedestrian and vehicular traffic pattern changes and provide traffic control devices as necessary. Very detailed planning and phasing strategies must be worked with PENREN, FFD, DPS, WMATA and VDOT.

C.3.2.3 *Future building activities* – Space plans for the future, renovated Pentagon dictate that the MEF occupy a minimum amount of space inside of the building on the first and second floor. Minimizing the impact to the first and second floors of the building along this side of the building is a requirement.

C.3.2.4 *Regulatory Agencies* – The regulatory requirements of public agencies with jurisdiction over Pentagon construction activities will vary depending on the design and construction techniques proposed by the Design-Build Team. Specific regulatory requirements are derived from the following:

(a) The Pentagon is a designated structure on the National Historic Register. In order to maintain the integrity of the historic structure, the MEF must be constructed to minimize the visual impact to the building. The Pentagon facades are specifically designated on the National Register as historically significant; therefore all alterations or additions to the façade must conform to the Secretary of Interior's Standards for Rehabilitation. The D-B contractor will be responsible for obtaining approval of their design from the National Capital Planning Commission (NCPC), the Commission of Fine Arts (CFA) and the Commonwealth of Virginia Department of Historic Resources (DHR). The D-B contractor will work in conjunction with the Historic Preservation Specialist at the Pentagon Renovation Office and provide the necessary drawings and supporting materials necessary to obtain all required approvals. The Renovation Office has conducted initial consultation with these historic regulatory agencies and will notify the D-B contractor of required submissions and dates.

(b) Should the D-B contractor propose modifications to roadways and/or property owned or governed by the Virginia Department of Transportation (VDOT), the contractor is responsible for securing all approvals required. Additionally, all work must be designed in accordance with VDOT standards and specifications. If VDOT review or approval is required, the D-B contractor will insure that all necessary requirements are met so as not to delay the project.

(c) It is a PENREN objective to improve access to the Pentagon for people with disabilities. To achieve this objective **(O)**, the D-B contractor should consider any provision that would make the new MEF more accommodating to those with disabilities than what the minimal satisfaction of the Americans with Disabilities Act or the Architectural Barriers Act would provide. Additionally, the construction phasing must be as user-friendly for persons with disabilities as possible.

(d) Coordinate with Virginia Power, as necessary, if the design and construction will affect or modify the electrical vaults or ducts.

(e) The construction site lies beneath the FAA designated approach space to Washington National Airport. Because vertical projections may represent a hazard to air navigation, prior to any equipment exceeding the height of the Pentagon being operated on site, the contractor is required to submit for and receive from the FAA an Aeronautical Determination Study. Submit the requests on FAA Form 7460-1 to: Federal Aviation Administration, Eastern Region, Airspace and Procedures Branch AEA530, Federal Building, John F. Kennedy International Airport, Jamaica, NY 11430. This request may take 4-6 weeks.

(f) Noise Restrictions – Construction operations producing noise levels greater than 85 dba within the Pentagon shall be restricted to off-hour times, otherwise directed by the Contracting Officer.

#### C.3.2.5 *Utilities* –

(a) Electrical. Electrical power for the “Addition” and exterior walkways up to, but not including, the “Loop” shall be supplied from electrical switch room E10B-HV, an existing switch room located in the basement of Wedge Four. This switch room is to be replaced during Wedge 2-5 construction. Power will be obtained by tapping a sub-feeder breaker in

E10B-HV and providing a 13.8kV / 480V transformer dedicated to the “Addition”. The breaker and sub-feeder will be determined based upon the electrical loads of the “Addition” during design. This transformer must be located in an electrical room of the “Addition”. The “Addition” will be provided with a standalone, 8 hour, UPS system for all critical functions (as indicated in “Addition” security requirements). Electrical power for the bus loop will be supplied from the WMATA electrical vault located in the Metro train tunnel.

(b) Plumbing and Fire Suppression System.

- Domestic and fire suppression water supply to the entire facility shall be provided via a dedicated water service connection from the 16-inch Federally Owned Water Main (FOWM). This line currently runs along the side of the building, approximately 20 feet from the face. The 16-inch FOWM must be relocated a minimum of 10 feet (3050mm) from the perimeter of the new “Addition”. This move must be coordinated with FFD and Washington Aqueduct, who controls the FOWM. Flow tests must be done by the D-B contractor.
- The “Addition” shall be protected by an automatic sprinkler system throughout. Comply with NFPA-14.
- Sanitary drainage from the entire facility shall be connected to the existing site sanitary sewer manhole located at the SE corner of the Pentagon.
- The existing storm drain system should be used for MEF. The contractor must determine and show that, based on design, the system will have adequate capacity. The current storm drain services the drainage from the roof and parking lot.
- Provide at least two fire hydrants at the “Loop”, between the building and the new roadway.

(c) Heating Water, Chilled Water, and Steam. There is a primary underground utility tunnel that extends from the central heating and cooling plant and enters the Pentagon in Wedge Four. This tunnel carries 36-inch chilled water supply and return lines and a 16-inch high-pressure steam supply line and an associated steam condensate line. Obtain steam and chilled water by connecting to these lines on the building side of the existing isolation valve (refer to the Utility Concept Plan, sheet M102 in Section J). This will allow flow from the center courtyard tunnel in the event the feed from the Heating Plant is shut down. These utilities shall be used to provide the space cooling and heating requirements of the “Addition”. Coordinate through PENREN with the Building Manager’s Office.

(d) Electrical Ductbank Requirements (CLIN 0003)

- Design and install a 9 way, 6-inch reinforced duct bank and manhole system as shown in Electrical Ductbank Sketches shown in Section J in accordance with the National Electric Code and other applicable codes and standards. Cable to be installed by others at a future date will consist of four sets of 15kV, 500 kcmil, 133% insulation level.
- On the northwest end, the ductbank will eventually connect to a renovated E10B-HV electrical vault during the construction of Wedge 4. Terminate the ductbank with a manhole 20-30 feet (6.1m –9.15m) from the face of the building to allow for future extension and tie in to the vault. The elevation must be 4 feet (1.22m) below the existing basement slab to access a lower, future renovated basement slab level.

- On the southeast end, tie into the existing, vacant 9-way ductbank before it crosses under Highway 110. (see the Primary Electrical Power Distribution System in Section J)

(e) Grounding System. The renovated Pentagon will have outer perimeter ground ring that circles the building. Portions of this ring are already installed as part of the South Terrace project (see Section J). The D-B contractor must install the portion of the ring along the southeast face to the limits of the construction area. This ring consists of 1/0 bare copper ground grid conductor connected to grounding rods sized 1 inch x 20 feet, (25mm x 6.1m), spaced 15 yards (15m) apart and located a minimum of 2 feet (600mm) from the building and bonded to all cast iron and steel pipes coming into the building. The MEF should utilize this grounding ring for the “Addition”.

*C.3.2.6 Commissioning* – To ensure fully functioning facility systems that meet building mission and quality requirements, FFD requires a commissioning process for the MEF. Commissioning is a proactive, systematic, and rigorous process of documentation, functional testing, and training that verifies correct performance of building systems. This process judges correct performance of both individual systems and systems operating interactively according to the project design intent and the Government’s operational needs.

The D-B contractor, and OGCs as necessary, must supply the personnel and technical resources needed to execute project commissioning activities with the advisory oversight of the Government’s Commissioning Specialist (CS). Using the Draft MEF Commissioning Plan and Procedures Manual in Section J, as a guide the D-B contractor, OGCs and CS will develop and execute the final project-specific Commissioning Plan concurrent with design and construction. The PENREN MEF Project Officer/COR will coordinate this effort among all contractors and the CS.

*C.3.2.7 Sustainable Design / Environmentally Preferable Products-* It is a PENREN objective to incorporate Sustainable Design principles in the MEF to the maximum extent possible within the project constraints. Those principles are described in Executive Order 13123, Greening the Government through Energy Efficient Management, (<http://www.epa.gov/building/federal/pdf/13123.pdf>). The contractor should consider any provision that promotes energy conservation, the use of renewable energy products, water conservation, construction waste management and recycling, while minimizing contributions to air pollution and green house gas emissions in the construction and future operation of the MEF.

The design and construction will be evaluated by the Government for its abilities to meet these objectives as well as the sustainable design considerations given to siting, landscape, indoor air quality, and other similar concerns.

In addition to the goals and objectives described above, the following requirements have been established for the MEF:

- (a) Comply with requirements of the Code of Federal Regulations, Title 10, Volume 3, part 435 (10CFR435). Where options are permitted by these regulations, other program goals of durability, cost effectiveness (based on life cycle cost analysis) and reliability, may govern.

- (b) Comply with requirements of the comprehensive procurement guidelines, (<http://www.epa.gov/epaoswer/non-hw/procure/>).
- (c) Materials or building components that were manufactured with or contain the following, are not permitted:
- Ozone-depleting compounds, including CFCs and HCFCs.
  - Polyvinyl Chloride (PVC) or other chlorine -based compounds.
  - Volatile Organic Compounds (VOC). In the cases where zero VOC content is not available, low VOC materials will be acceptable but must be approved prior to purchase.
- (d) Initiate and implement a Site Recycling program to divert a minimum of 50% of all recyclable waste materials otherwise sent to landfills or incineration, and should include mixed metals, clean wood, cardboard, asphalt, concrete, land clearing debris, beverage containers and other materials for which markets exist.
- (e) Specify only dimensional wood and wood products certified as originating in certified well-managed forests, as identified by the Forest Stewardship Council (FSC). In specifications where certified wood is not available, alternates must be approved prior to purchase.
- (f) Specify building materials and products that reduce greenhouse gas emissions by 35% by specifying recycled-content, bio-based, and/or industrial by-products vs. virgin materials.
- (g) The following references are further guidance and information of integrated sustainable design implementation:
- Sustainable Design Technical Manual, Green Building Design, Construction and Operations, Copyright 1996 by Public Technology, Inc. (<http://www.ccb.org/pdf/10/04/004/sbt.pdf>)
  - Greening Federal Facilities, available on Internet at [www.eren.doe.gov/femp/greenfed](http://www.eren.doe.gov/femp/greenfed)
  - U.S. Green Building Council, (Leadership in Energy and Environmental Design) LEED Building™ Rating System. (<http://www.usgbc.org/programs/leed.htm>)
  - Air Force Environmentally Responsible Facilities Guide, Appendix C, Environmentally Preferable Building Materials Tool. (<http://www.ccb.org/pdf/10/04/004/erfguide.pdf>)

C.3.2.8 *Energy Management and Control System* - EM&CS will allow the owner to manage and meet the energy conservation and sustainability goals outlined above as well as provide monitoring and control capabilities for the life safety in the MEF. The MEF's EM&CS will be an addition to the Pentagon's METASYS EM&CS provided by JCI throughout the Pentagon. Consequently all equipment necessary to meet the monitoring and control requirements outlined below must be METASYS compatible

The MEF must be constructed to provide basic control capability and be configured to facilitate subsequent upgrades of monitor and control capabilities. Control panels will be wired to the telephone closet of the "Addition". JCI will be responsible for the detail design of the EM&CS

based on the final design and the requirements outlined below. The D-B contractor must work with JCI to ensure an integrated and fully operational control system to satisfy the following requirements:

- (a) HVAC – The MEF will be constructed to facilitate the monitoring and control of:
  - Space temperature for:
    - Building entry vestibule
    - Public Access Control (PAC) areas
    - General office and employee lounge areas
    - Visitor waiting areas
    - Tour Center Theatre
    - Locker rooms and Steam Press Room
    - Connections to primary building circulation spaces on 2<sup>nd</sup> Floor.
  - Ventilation – The frequency and duration of outside air changes and volume of fresh air intake for all interior spaces.
  - Utility flow for chilled water, steam, and electrical power for the “Addition”
- (b) Fire Alarm and Life Safety Systems – The MEF must have fire alarm and life safety systems and equipment that are compatible with and interface with the building wide EM&CS system. JCI has provided a Simplex Fire Alarm system in other newly constructed portions of the Pentagon.
- (c) Lighting Controls – Local lighting is required for the MEF. As an objective (O), provide equipment necessary for lighting control connections to the EM&CS or for future connections.

**C.3.2.9 *Environmental*** The contractor must perform all work required for the prevention of environmental pollution during and as a result of construction. Environmental pollution requires consideration of air, water and land. Comply with all applicable, current Federal, State and local laws and regulations concerning environmental pollution control and abatement. Additionally:

- Submit for approval, a Pollution Control Plan prior to construction.
- Do not pollute streams, lakes, or reservoirs with fuels, oils, bitumen, calcium chloride, acid construction wastes or other harmful materials.
- Provide for appropriate erosion and sediment control in accordance with applicable laws and regulations to include Virginia Erosion Control Manual and VDEQ standards.
- Prevent debris from entering the existing drainage system.
- Burning will not be permitted on the project site
- Maintain all work areas free from dust that will contribute to air pollution. Dust control will be performed as work proceeds. Utilize temporary barriers to control dust from entering interior areas.

**C.3.2.10 *Safety*** – The D-B contractor must submit a safety plan prior to construction that complies with EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual. Refer to the regulations 29 CFR 1910, Occupational Safety and Health Administration General Industry Standards and 29 CFR 1926, Occupational Safety and Health Administration Construction Standards. Additionally, the contractor will:

(a) Prior to construction, designate a safety professional, with no other duties, responsible for overall supervision of accident prevention activities for the construction site. This person will:

- Report directly to the construction contractor's corporate management
- Will have the authority to assure compliance with safety requirements
- Prepare Activity Hazard Analysis IAW EM 385-1-1, 01.A.09 for each major phase of construction
- Inspect all activities to ensure the safety requirements and instructions are applied.
- Be on site when work is performed

(b) The contractor and safety professional must ensure that all safety requirements are communicated to all workers. For all employees who do not speak English, there must be a bilingual individual on site to effectively communicate with the employees.

(c) Prior to construction, develop and submit for approval:

- A comprehensive lockout/tagout program in accordance with the above regulations and in coordination with the Pentagon Building Manager's Office.
- A comprehensive accident prevention plan, IAW EM 385-1-1, Appendix A
- A detailed equipment inspection plan for construction equipment, especially cranes (see Safety Inspection Checklist in Section J)
- Other items as outlined in EM 385-1-1

(d) Accident Reporting:

- The contractor will investigate all accidents and immediately report an accident involving a fatality, major injury or property damage greater than \$200,000.00. All accidents that involve lost workdays or property damage greater than \$2000.00 must be reported within 24 hours.
- For all accidents, submit an ENG Form 3394 within 72 hours.
- Submit monthly OSHA Log of injuries (29 CFR 1926) and the monthly man-hour exposure report (EM 385-1-1)
- If the accident has the potential to result in a fatality, permanent disability or property damage in excess of \$200,000.00, the site will be secured and will remain undisturbed except for rescue procedures until released by the Contracting Officer.

(e) Immediately notify the Contracting Officer when an OSHA Compliance official arrives at the work site to inspect.

(f) Ensure there is no migration of contaminants and odors into occupied spaces. In the event any contaminants or odors are detected in occupied spaces, all activity which could generate the contamination must stop and not resume until the contaminants have dispersed and the cause remedied.

#### C.3.2.11 *IM&T* –



(a) The D-B contractor must provide the infrastructure to support the information management and telecommunications network for in the MEF. This infrastructure includes pathways of conduit or cable trays to each area of the facility as described in the sections below. The IM&T contractor, General Dynamics (GD), will install the cabling and equipment necessary for the telecommunications functions. The D-B contractor will coordinate with GD to design the IM&T system based on the final design of the MEF.

(b) To support this network, the D-B contractor must construct one telephone closet (TC) with the following requirements:

- 10-feet x13-feet (3050mmx3965mm) room with slab to slab walls
- minimum ceiling height of 8-foot 8-inch (2640mm) and no drop ceiling
- floor with 150psf (7.2kPa) loading and static dissipative floor covering
- climate control and monitoring (64-75 °F and 30-55% humidity)
- a cooling requirement of 20,900 BTU/hr
- a dedicated power panel and 15 Amp outlets every 6-feet (1830mm)
- 50 foot-candle lighting and emergency lighting
- no utilities other than those to service the TC and no wet overhead piping

Refer to Section 3, 9 and 10 of the IM&T Facility Performance Requirement in Section J for the remaining requirements of the TC. GD will provide the support equipment in the TC.

C.3.3 The “Addition” This component of the Metro Entrance Facility is conceived of as an addition to the face of the Pentagon and as a “front door” and “vestibule” to the Pentagon building. It is to enclose the Public Access Control (PAC) area, the Pentagon Tour Office, DPS Pass Office, waiting areas for visitors and related support spaces.

#### C.3.3.1 *Goals/Standards*

##### (a) DPS

- Ensure pedestrian standoff is maintained until standard security screening procedures have been undertaken.
- Open, unrestricted visual access to all entry doors, interior circulation and waiting areas.
- Separate air circulation between the Metro rail station and the Pentagon to prevent migration of airborne agents into the “Addition” or the Pentagon.
- Clearly organized spaces and efficient circulation allowing for easy segregation of visitors without security passes from Pentagon employees and others with security passes.
- Accessible but secure pass office at this location.

##### (b) Pentagon Tour Office

- A facility that can graciously receive and orient first time visitors and tour groups including VIPs.

##### (c) FFD

- A facility that can accommodate 23,000 people a day entering or leaving the Pentagon through the MEF.
- A highly durable and low maintenance facility compliant with or exceeding ADA standards.
- A facility that is easily accessible for persons with disabilities.
- Maintain the existing 72” storm line that runs along the face of the building.

## (d) WMATA

- A facility with sufficient entry doors and interior waiting areas so pedestrians entering the Pentagon may quickly clear the metro rail escalator areas.
- The construction of the “Addition” follows WMATA’s Adjacent Construction Manual (see Section J).

C.3.3.2 *Public Access Control (PAC) Area*

(a) General. The main entry hall and vestibule to the Pentagon shall accommodate the arrival, waiting and screening of all Pentagon employees and visitors who arrive via the Metro Entrance (see the adjacency diagram at the end of this section) and includes the following functions:

- Entry Vestibule (similar to River and Mall entrances)
- Queuing and circulation space
- Security control stations
- Official visitor waiting area
- Public toilet rooms and janitor’s closet
- House and public pay phones
- X-ray screening
- Turnstiles
- Direct access to Tour Center
- Direct access to the DPS Pass Office
- Telephone Closet
- Mechanical and Electrical Rooms
- Security Equipment Room
- Vertical Circulation

The PAC area and its entry and exit doors shall accommodate approximately 23,000 people transiting this area each day. All elements that define the PAC area should convey a welcome, calm and dignified sense of security.

(b) Security Requirements. The security contractor will install security equipment and devices using the pathways created by the D-B contractor. All devices will be connected to a security interface panel located in the security equipment room. The following security provisions will be required:

- The queuing and circulation area shall accommodate the segregation of people into:
  - (1) DoD personnel, contractors or others with security passes
  - (2) Visitors or others without security passes.
- The PAC area shall be configured to allow clear lines of and a generally unobstructed surveillance of the entire area and must have doors that can seal it from the Pentagon in the event of an emergency.
- The first security screening must be at least 50 feet (15.5m) from perimeter of the Pentagon
- All doors that provide access to or egress from the PAC area will be equipped with Electro-magnetic locking devices and door position switches.
- Exterior doors will be fitted with a deadbolt.
- All spaces within the PAC will be subjected to CCTV surveillance.

- Duress alarms will be located at each Security Control Station
- The enclosing walls and doors which surround the PAC area, including the interior entry vestibule doors and walls, will be resist penetration of a 9mm projectile.
- Security hardware, devices and supporting equipment will be installed in the PAC as they are at other entrances of the Pentagon. For information, refer to the "Access Control System" documentation of the current Metro entrance security station in Section J. The D-B contractor will furnish and install all conduit, boxes, and power necessary to support:
  - Electronic door hardware
  - Surveillance cameras
  - Duress alarms
  - X-ray equipment
  - Metal detector
  - Turnstiles
  - Security equipment control and monitoring equipment

The security contractor will install this equipment based on the final design of the addition. All devices will be connected to a security interface panel located in an equipment room that will also house the power service.

- Follow the Security Standards and Criteria included as a reference in Section J.
- An official visitor waiting area and small officer closet.
- No windows in the building.
- A security equipment room to house the back up power system (UPS) and equipment associated with the security systems in the entire facility. This equipment room should be adjacent to one end of the row of turnstiles (see the existing metro entrance layout in Section J). Minimum power requirement will be 3 phase 225 amps.

#### (c) FFD Requirements

- Based on the number of people anticipated to pass through this area, the PAC must be constructed of highly durable and low maintenance materials. Finishes should match those commonly associated with the public spaces of institutional facilities of a similar stature. Use Terrazzo floor covering in this area.
- Do not combine mechanical and electrical rooms.
- Incorporate the basic life support and building controls EM&CS system.
- When locating the addition, take into account the structural issues surrounding the existing 72" storm line that must remain operational, the relocation of the 16" FOWM and sewer lines.
- The "core" spaces and components (restrooms, mechanical/electrical equipment rooms and closets, janitor closet, drinking fountain, etc.) shall be constructed using highly durable and low maintenance materials and finishes commonly associated with Class "B" commercial office buildings. Restrooms must be ADA compliant.
- Provide an accessible pedestrian route between the ground floor and the primary building circulation corridors on the second floor. If elevators or escalators are incorporated in the design, use the PENREN Schindler contract. Interior signs will be furnished and installed by the Government after project completion.
- Room numbering to be assigned according to the PENREN standard convention.

#### (d) IM&T Requirements.

- The IM&T contractor will furnish and install the equipment and cabling associated with telecommunication lines. All lines will be connected to panel located in the MEF telephone closet (TC) via conduit or cable trays provided by the D-B contractor. The following IM&T provisions will require pathways:
  - Voice and data service at the Security Stations
  - Public house and pay phone service in the official visitor waiting area
  - Interface with other security equipment as necessary
  - Pathway to the security equipment room.
- Construct a Telephone Closet (TC) IAW section C.3.2.8 and the IM&T Performance Requirements in Section J. Ensure it is grounded IAW these references and C.3.2.5(e).
- Provide a pathway from the TC to the end of the construction area. The IM&T contractor will provide the pathway from this point to 1D1TL, where the communications will connect to the existing network.

(e) WMATA Requirements. Follow the “Adjacent Construction Design Manual” in Section J for guidelines constructing near Metro train tunnels.

(f) Space Program for the PAC

PAC Space Program				POC-TOLLY PRATHER
Space	Approx SF	QTY	Total SF	Requirements / Notes
Entry Vestibule		1		Based on design
X-ray Screening Area	50	1	50	Requires dedicated power circuit
Metal Detector Area	60	1	60	Adjacent to X-ray screening area
Security Equipment Room	150	1	150	To house: UPS system; Security Interface Panel; Minimum power requirement is 3 phase 225 amp
Officer closet	10	1	10	For temporary storage of officer equipment
Control Stations	125	2	250	Both provided by DPS
Official Visitor Waiting Area	20 sf/ person	15 pax	300	3 house and 2 pay phones and seating
Turnstiles	20	12 lanes	240	Reuse the existing turnstiles (8 lanes) at the Metro Entrance, DPS to provide matching equipment for 4 more lanes
Restrooms	200	2	400	Ensure ADA compliance
Janitor Closet	15	1	15	
Drinking fountain	5	2	10	One handicap accessible
Telecommunication's Closet	130	1	130	See Section C.3.2.8 and the IM&T Performance Requirements in Section J
Vertical Circulation				Based on design

<b>Mechanical Room</b>				Based on design
<b>Electrical Room</b>				Based on design
<b>Subtotal</b>			4023	
<b>Circulation</b>		30%		
<b>Contingency</b>		10%		
<b>Total</b>				

(g) Government Furnished / Contractor Installed Property. The contractor will give the Government 90 days notice when each piece of equipment is needed.

<b>EQUIPMENT</b>	<b>MFG NAME/ MODEL</b>	<b>REQUIREMENTS</b>
DPS UPS	Liebert / 10KVA UPStation "S" part number VUS10CBLA	120/208V input
DPS Control Stations	DPS will provide custom built, bullet resistant, portable platform mounted stations that accommodate one person and equipment	Conduit for data and phone lines; dedicated circuit for 2 power strips (6 outlets each) 120VAC, 20 amp
EM&CS Equipment	Johnson Controls / specific equipment to be determined upon design	To be determined

(h) Government Furnished / OGC Installed Property.

<b>EQUIPMENT</b>	<b>MFG NAME/ MODEL</b>	<b>REQUIREMENTS</b>
DPS Turnstiles (installed by Radian)	Design Security Inc / ES831 Series optical turnstiles with barrier arm	110/120VAC; 50/60 hz
DPS X-ray (installed by Radian)	Vivid Model APS / Part number 1000-10001-A2	Dedicated circuit; 120VAC, 15 amp circuit
DPS Metal Detector (installed by Radian)	Metorex / Metor 200	110 VAC, 15 amp circuit
IM&T Smart UPS (installed by IM&T contractor)	American Power Conversion Corp (APC) / SU3000RMNET, rack mounted	30 amp, 120 volt service with L5-30R twistlock outlet
EM&CS Equipment	Johnson Controls / specific equipment to be determined upon design	To be determined

(i) Flow Diagram – See Section J for Flow Diagram of the PAC

### C.3.3.3 *DPS Pass Office*

(a) General. Entry to the Pass Office must be located after the turnstiles. It houses DPS personnel (a director and 6 employees) who process and issue pass requests. The attached adjacency diagram shows the layout for the following functions:

- Pass Office waiting area with customer numbering system
- Director's Office used for access/denial
- Workstations for DPS Pass Office personnel

(b) **Security Requirements.** The security contractor will install security equipment and devices using the pathways created by the D-B contractor. All devices will be connected to a security interface panel located in the security equipment room. The following security provisions will be required:

- Electro-magnetic locking devices and door position switches for the entrance door that allows access to the PAC area.
- CCTV surveillance
- Duress alarm in Pass Office Director's Office

(c) **FFD Requirements.**

- The Pass Office must be constructed using highly durable and low maintenance materials and finishes commonly associated with Class "B" commercial office buildings.
- Incorporate the basic life support and building controls EM&CS system.

(d) **IM&T Requirements.** The Pass Office will require conduit and cabling for voice and data service to each office and workstation, voice service for phones and the fax machine. All telecommunications cabling and equipment will be furnished and installed by the IM&T contractor using the pathways created by the D-B contractor. All cabling will be connected to the telephone closet.

(e) **Space Program**

<b>Pass Office Space Program</b>				POC-Barry Jones
<b>Space</b>	<b>Approx SF</b>	<b>QTY</b>	<b>Total SF</b>	<b>Requirements / Notes</b>
<b>Workstations</b>	64	5	320	Reuse existing workstation furniture
<b>Controlled Workstation</b>	64	1	64	Reuse existing furniture; sensitive personnel information will be processed at this station
<b>Administration space</b>	40	1	40	For existing copier, fax and printer
<b>Finger printing workstation</b>	42	1	42	Reuse existing video photography equipment for badging and finger printing machine
<b>Director's office</b>	128	1	128	Used for denial/approval interviews; needs duress alarm
<b>Waiting Area</b>	20sf/pax	20 pax	400	Reuse existing furniture; reuse existing 'Q-matic' customer number system
<b>Storage Closet</b>	10	1	10	
<b>Subtotal</b>			986	
<b>Circulation</b>		25%	247	
<b>Contingency</b>		10%	99	
<b>Total</b>				

(f) Government Furnished / Contractor Installed Property. The contractor will give the Government 90 days notice when each piece of equipment is needed.

EQUIPMENT	MFG NAME/ MODEL	REQUIREMENTS
EM&CS Equipment	Johnson Controls / specific equipment to be determined upon design	To be determined

(g) Government Furnished / OGC Installed Property.

EQUIPMENT	MFG NAME/ MODEL	REQUIREMENTS
Existing customer numbering system	Q-matic System Inc. / BP223 ticket printer	Reuse existing which requires wall and ceiling mounts / 110 VAC
Workstations	Reuse existing furniture	No special requirements
Waiting room seating	Reuse existing seating	No special requirements
EM&CS Equipment	Johnson Controls / specific equipment to be determined upon design	To be determined

(h) Flow Diagram – See Section J for Flow Diagram of the Pass Office

#### C.3.3.4 *Pentagon Tour Center*

(a) General. The Tour Center must be located past the first security station. It accommodates the administration area for 30 guides, activity areas for up to 3,000 visitors per day and related support spaces:

- Visitor waiting area
- Tour Center Theater
- Exhibit area
- Offices, workstations, locker rooms and lounge for tour guides
- Tour window
- Visitor's storage locker and vending machine area
- VIP "golf cart" storage area
- Steam press room
- Material storage room

(b) Security Requirements. The security contractor will install security equipment and devices using the pathways created by the D-B contractor. All devices will be connected to a security interface panel located in the security equipment room. The following security provisions will be required:

- Electro-magnetic locking devices and door position switches for the entrance door that accesses the PAC area.
- CCTV surveillance
- Duress alarm at the Tour Window

(c) FFD Requirements.

- Because of the high traffic flow, the Tour Center must be constructed of highly durable and low maintenance materials. Finishes should match those commonly associated with public spaces of institutional facilities of a similar stature.
- Mechanical systems must be durable, accessible, energy efficient and easily operated and maintained.
- Incorporate the basic life support and building controls EM&CS system.

(d) IM&T Requirements. The Tour Center will require conduit and cabling for voice and data service to each office, workstation and to the theater, and voice service for three pay phones in the waiting area. Additionally, TV cabling will be installed in the Lounge area and the theater. All telecommunications cabling and equipment will be furnished and installed by the IM&T contractor using the pathways provided by the D-B contractor.

(e) Space Program for the Tour Center

<b>PENTAGON TOUR CENTER</b>				POC- SSG ALAN MARINOFF
<b>Space</b>	<b>Approx SF</b>	<b>QTY</b>	<b>Total SF</b>	<b>Requirements / Notes</b>
<b>Workstations</b>	63sf/ person	9	567	Each station requires standard data and telephone drops; Reuse existing workstations
<b>Director's Office</b>	128	1	128	Reuse existing furniture
<b>Material Storage Area</b>	100	1	100	Access from the ADMIN office; sized to accommodate (100) 25 CF boxes, 5 service flags with stanchions, podium, 2 wheel chairs, and other paper materials.
<b>Lounge</b>	10sf/ person	15 seat	150	Reuse existing furniture and TV
<b>NCO Locker Rm</b>	6sf/ person	6	36	Reuse existing lockers, wall mirror, ironing board; must be adjacent to lounge
<b>Men's Locker Rm.</b>	6sf/ person	25	150	Reuse existing lockers, wall mirror, ironing board; must be adjacent to lounge
<b>Women's Locker Rm.</b>	6sf/ person	6	36	Reuse existing lockers, wall mirror, ironing board; must be adjacent to lounge
<b>(O) Bathroom</b>		1		As an objective requirement, provide a small bathroom for tour guide use only adjacent to the locker rooms
<b>Steam Press Rm.</b>	200	1	200	Proper ventilation is required and should be the most isolated room due to the noise it creates; Adjacent to locker rooms; 2 GFP presses will be in this room
<b>Tour window</b>	70	1	70	Duress alarm required. The window should be adjacent to a staging area for lines associated with the tour window.



<b>Luggage Storage Lockers</b>	150	1	150	Area where visitors will secure their back packs, briefcases, etc., before taking the tour. Coin operated lockers provided
<b>Visitor Waiting Area</b>	20sf/ person	100	2000	Reuse existing seating
<b>Vending Alcove</b>	100	1	100	In visitor waiting area but segregated as much as possible from the display area; vending machines installed by Concessions committee after construction
<b>Theater</b>	10sf/ person	60 seat	600	The theater requires a projection room with data line access and TV cabling; Requires the ability to dim lights; reuse existing tour theater seating and existing audio/visual equipment.
<b>DoD Service Exhibit</b>	1000	1	1000	Displays will be installed after construction; this area requires a ceiling that can accommodate track lighting and standard 110 outlets.
<b>VIP Golf Cart Storage Area</b>	65	3	195	Accessible to the tour entry area and needs to be lockable and power supply (110) for charging 3 golf carts.
<b>Tour Entry way</b>				Need separate entryway (aside of turnstiles) to lead tour groups through
<b>Subtotal</b>				
<b>Circulation</b>		25%		
<b>Contingency</b>		10%		
<b>Total</b>				

(f) Government Furnished / Contractor Installed Property. The contractor will give the Government 90 days notice when each piece of equipment is needed.

<b>EQUIPMENT</b>	<b>MFG NAME/ MODEL</b>	<b>REQUIREMENTS</b>
EM&CS Equipment	Johnson Controls / specific equipment to be determined upon design	To be determined
Utility Press with water spray	Forenta / 461FOR	Power and water requirements to be determined
Lockers	Coin operated, airport style	No special requirements

(g) Government Furnished / OGC Installed Property.

<b>EQUIPMENT</b>	<b>MFG NAME/ MODEL</b>	<b>REQUIREMENTS</b>
Furniture	Reuse existing office, locker room, and lounge furniture	No special requirements
Workstations	Reuse existing furniture	No special requirements
Vending machines	4 machines	Standard, 110V wall receptacles

Theater equipment	Reuse existing seating and audio/visual	Seating may need modification
Waiting room seating	Reuse existing seating	No special requirements
EM&CS Equipment	Johnson Controls / specific equipment to be determined upon design	To be determined

(h) Flow Diagram – See Section J for Flow Diagram of the Tour Center

C.3.4 The “Interface” This component of the Metro Entrance Facility is conceived to be the work necessary to:

- Remove the existing direct access (escalator and elevator) into the Pentagon
- Eliminate direct access of air circulation between the Metro Rail station and the Pentagon.
- Structural and architectural repairs to close the openings created by the above.
- Provide safe pedestrian access to and from the bus loop, rail station, addition, and South Parking.
- Provide a taxi stand

#### C.3.4.1 *Goals and Standards*

##### (a) DPS

- Eliminate of any direct access between the Pentagon and the Metro Rail station
- Open area that will allow for monitoring of pedestrians.
- Organized walkways to allow for efficient circulation for employees and inter-modal users.
- No vehicular access closer than the bus loop and taxi stand

##### (b) FFD

- An area that can accommodate 30,000 people a day.
- A highly durable and low maintenance facility.
- During construction, measures to prevent dust, fumes and noise from entering the building.

##### (c) WMATA

- An area that will allow for the most expedient change of modes of transportation.
- An area that fosters the efficient and organized movements of large groups of public transportation users.
- An area with amenities for the inter-modal users

#### C.3.4.2 *Functional Requirements and Criteria*

(a) Security Requirements. The security contractor will install any security equipment and devices using the pathways created by the D-B contractor. All devices will be connected to a security interface panel located in the security equipment room. The following security provisions will be required:

- Remove existing escalators, elevator and associated equipment that enter the Pentagon.
- Close the entrance to the escalators and elevator in the metro train tunnel with a wall that matches the existing rail station aesthetics.

- On exterior portions of the “Interface” that are large, open areas that have the potential to allow access of vehicles, provide a deterrent to restrict access to pedestrian traffic only. Coordinate with DPS to identify these areas. Some of these deterrents may have to be removable for maintenance purposes. If bollards are used, match those existing on the reservation.
- Stand off of the taxi stand must be at least 140 feet (43.5m)
- Provide a minimum of 2 foot-candles of illumination along all walkways
- Install an emergency call stanchion along the walkway. (reference the Security Standards and Criteria in Section J).

(b) FFD Requirements

- Maintain access to East Loading Dock throughout construction and in the end facility (can alter roadways up to the guard booth)
- Eliminate the direct access from highway 110 to Pentagon City via Eads Street
- Based on the use and anticipated volume of pedestrian traffic, all hardscape and landscape components of the “Interface” shall be constructed of highly durable, low maintenance systems and materials.
- Landscaping should minimally appear as an extension of the other “informal” landscaped areas along the nearby parkways and Boundary Channel Drive and anticipate NCPC review. Consideration should be given to the public “front door” role of the MEF to the Pentagon. The “formal” nature of the River Terrace is neither warranted nor desired.
- Considerations regarding soil selection, irrigation, drainage, etc. should reflect the same life expectancy and maintenance goals as other MEF components. Retain existing trees to the greatest extent possible
- Construct the taxi stand to match the existing taxi stand capability. During phasing, provide a temporary taxi stand w/ phones.
- Construct a walkway from South Parking to the “Addition” and the “Loop”.

(c) IM&T Requirements                      Provide conduit from the MEF TC to the DoD phone at the taxi stand and to any emergency call stanchions in the area. The IM&T contractor will install equipment and devices based on the final design using the pathways constructed by the D-B contractor. All devices will be connected to the telecommunications closet in the “Addition”.

(d) WMATA Requirements

- Provide new directional signage for pedestrian movement between the bus and rail station in accordance with WMATA and Pentagon Reservation standards. Coordinate through PENREN with WMATA, DPS and FFD.
- At the entrance to the “Loop” provide a consolidated bus route sign that directs bus passengers toward the correct bus bay locations.
- The walkway with must be wide enough to ensure approximately 15,000 people can easily and quickly transit the area during peak morning and evening hours.
- Except for the removal of the elevators and escalators into the Pentagon, and installing the canopies, minimize the impact to all other WMATA facilities and equipment.
- Provide weather deterrent canopies over and weather guards around the existing escalators. Provide a canopy over any ramp pathway. As an objective (O), provide a canopy along the entire walkway from the “Addition” to the bus loop.

- With the PENREN team, coordinate with WMATA engineers in accordance with the WMATA Adjacent Construction Design Manual, see Section J.
- Allow WMATA to salvage existing escalator parts.
- Maintain existing Metro pylon.
- Provide power and communication conduit at each escalator point and at two locations along the walkway to the “Loop” for information signs that will be installed by WMATA after the construction of the MEF.

(f) Government Furnished / Contractor Installed Property. The contractor will give the Government 90 days notice when each piece of equipment is needed.

EQUIPMENT	MFG NAME/ MODEL	REQUIREMENTS
DPS call stanchion	Talk-a-Phone / ETP-MT	120VAC and communication line to the “Addition”; 9.5 feet (2898 mm) high; base is 8inches x 10 inches (204mm x 250mm)

**C.3.5 The “Loop”** This component of the Metro Entrance Facility is intended to replicate the existing bus stop currently located on top of the Metro Rail station. As the largest inter-modal facility in Northern Virginia, it is an essential, high volume facility for public transportation users. All the functions of the existing bus loop are to be moved to a location further from the building.

#### C.3.5.1 *Goals and Standards*

##### (a) DPS

- A bus stop that is in a more secure location for DoD and the Pentagon.
- A relocation that does not add to the congestion of the South Parking traffic flow.

##### (c) FFD

- A facility that allows for easy road and lawn maintenance.
- A facility that is user-friendly for disabled patrons.

##### (d) WMATA

- An area that can accommodate 30,000 people a day.
- A highly durable and low maintenance facility.
- A rider friendly facility for public transportation users
- A facility with flexibility for future growth

#### C.3.5.2 *Functional Requirements and Criteria*

(a) Security Requirements. The D-B contractor will furnish and install all conduit, boxes and power necessary to support CCTV surveillance of the entire area and for emergency call stanchions. The security contractor will install equipment based on the final design and all devices will be connected to a security interface panel located to the security equipment room. To achieve security at the Metro Entrance the following actions must take place:

- The stand off for buses is a minimum of 280 feet (86.8 m) from the face of Pentagon Building.

- Maximize the use of topography to deter horizontal blast pressures to the greatest extent possible.
- The exterior bus-waiting canopy must be non-frangible. If glass is utilized, it must be tempered or laminated.
- Exterior lighting must be at least 5 foot-candle for the security cameras.
- Install 2 emergency call stanchions (reference the Security Standards and Criteria in Section J).
- Provide power and communications conduit for CCTV to the “Addition”. Provide an additional communications feed to the Metro Station Manager’s kiosk in the rail station.

(b) FFD Requirements.

- Based on the use and anticipated volume of vehicular and pedestrian traffic, all hardscape and landscape components of the “Loop” shall be constructed of highly durable, low maintenance systems and materials.
- Landscaping should minimally appear as an extension of the other “informal” landscaped areas along the nearby parkways and Boundary Channel Drive and anticipate NCPC review. Consideration should be given to the public “front door” role of the MEF to the Pentagon. The “formal” nature of the River Terrace is neither warranted nor desired.
- Considerations regarding soil selection, irrigation, drainage, etc. should reflect the same life expectancy and maintenance goals as other MEF components. Retain existing trees to the greatest extent possible
- Road layouts should accommodate ease of snow removal
- Unused or unsuitable soils excavated for the MEF project must be removed from the Pentagon Reservation. If an excavated material is contaminated, it shall be disposed of in accordance with applicable federal, state and local regulations.

(c) IM&T Requirements. Provide conduit from the TC in the “Addition” for all emergency call stanchions. The IM&T contractor will install equipment using the pathways constructed by the D-B contractor.

(d) WMATA Requirements

- The bus loop layout must ensure unencumbered access for pedestrians from bus stall to the “Interface” area. A design in which riders cross bus traffic is an undesirable condition.
- Construct 22 bus bays with an objective (O) of up to 30 bays, with 2 elongated.
- Construct the roadways, widths, turning radii, stall dimensions, roadway drainage and curb requirements in accordance with VDOT and WMATA standards. Refer to the WMATA Manual of Design Criteria in Section J. As an objective (O), provide a bus queuing area.
- Minimize the distance between the “Loop” and all major roadways as much as possible.
- Provide a canopy over all vertical transportation elements, ramps and bus passenger waiting area. As an objective (O), provide a canopy over the entire area. As an objective (O) provide weather enclosures complimentary to the design of the “Loop”.
- Provide space for a sales booth, minimum size of 124 SF, with power and conduit for communication lines that connect to the WMATA TC in the rail station. As an objective

(O) provide a sales booth. As an objective (O) provide an employee restroom and janitor closet.

- Located near the sales booth, provide power and communications conduit for 6 self-service fare card vending machines and 6 information kiosks that will be installed by WMATA after construction.
- Power service for the “Loop” will be connected to WMATA’s Electrical Room within the rail station and communications will be connected to WMATA’s TC.
- Provide conduit from the WMATA TC to 8 payphones, the sales office, any vending machines, and any electronic information signs. A commercial vendor will install the cabling.
- Provide vehicular and pedestrian directional signage in accordance with WMATA, VDOT and Pentagon Reservation standards. Coordinate through PENREN with WMATA, DPS and FFD.
- Relocate the bus bay signs, route information cases, trash and recycling containers, newspaper dispensers, and benches from the old facility to the new facility. As an objective (O) provide new.
- Provide power and communications conduit to 4 locations for future electronic viewing signs.
- If elevators and/or escalators are required as part of the design, these devices shall be designed in accordance with WMATA standards. WMATA is responsible for all service contracts related to this equipment after project turnover.

(e) Government Furnished / Contractor Installed Property. The contractor will give the Government 90 days notice when each piece of equipment is needed.

<b>EQUIPMENT</b>	<b>MFG NAME/ MODEL</b>	<b>REQUIREMENTS</b>
DPS call stanchions	Talk-a-Phone / ETP-MT	120VAC and communication line to the “Addition”; 9.5 feet (2898 mm) high; base is 8inches x 10 inches (204mm x 250mm)
Trash/recycling containers Newspaper dispensers Bus bay signs Benches	Existing	Remove from the existing and reinstall in the new loop

## C.4 PERFORMANCE REQUIREMENTS

### C.4.1 Introduction

The Performance Requirements for the Metro Entrance Facility are in the matrix format below. The Master Performance Criteria Matrix (C.4.2) provides the general performance intent for building elements located in the facility. All spaces and systems are to be designed according to all applicable codes and standards for construction in the Commonwealth of Virginia.

Space Criteria Matrices (C.4.3 – C.4.6) are provided for each building system (architectural, electrical, mechanical, and plumbing/fire protection) which outline the various requirements for elements within each system.

Criteria definitions are provided following each space criteria matrix which define the terms used.

To determine the requirements for a particular space use the following example:

For General Office Space, refer to the Space Criteria Matrices (C.4.3 – C.4.6) to determine the applicable finish types and mechanical/electrical/plumbing requirements listed in the column under “General Office Area”. Then reference the Master Performance Criteria Matrix (C.4.2) for the applicable criteria for the type indicated for General Office.

### C.4.2 MASTER PERFORMANCE CRITERIA MATRIX

CRITERIA	CEILINGS				WALLS					FLOORS				DOORS		HVAC	PLUMBING	ELECTRICAL	FIRE PROTECTION		LIGHTING
	TYPE				TYPE					TYPE				TYPE		TYPE	TYPE	TYPE	TYPE		TYPE
	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	1	1	1	1	2	1
ACCESSIBILITY	•	•	•								•					•	•	•	•	•	•
ACOUSTICS	NRC .55	NRC .65	NRC .55	NRC .55						C .55						•					
DURABILITY	•	•	•	•						•	•	•				•	•	•	•	•	
ENERGY EFFICIENT																•		•			•
FLEXIBILITY	•	•	•													•	•	•			
LIFE CYCLE																20 years	•	•			
LIGHT REFLECTIVITY	LR 0.80	LR 0.83	LR 0.80	LR 0.78																	
MAINTAINABILITY	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
REPLACEABLE	•	•	•									•				•	•	•			•
SECURITY				•			•		•									•			
SERVICEABILITY										•				•	•	•	•	•			
SOUND TRANSMISSION					STC 45	STC 45	STC 50	STC 45	STC 45							STC 45					
STANDARDIZATION	•	•	•	•						•	•	•	•	•	•	•	•	•			•

## C.4.3 SPACE CRITERIA - ARCHITECTURAL

CRITERIA	SPACE TYPES		BUILDING SUPPORT		
	General Office Area	Auditoriums	Public Restrooms	Circulation	Stairs
CEILING					
Type 1	x		x		x
Type 2		x		x	
Type 3					
WALLS					
Type 1 - 500 LF to 10,000 SF	x				
Type 2 - 325 LF to 10,000 SF					
Type 3 - 95 LF to 10,000 SF		x		x	x
Type 4 - 45 LF to 10,000 SF			x		
Type 5 25 LF to 10,000 SF					
FLOORS					
Type 1	x	x		x	x
Type 2					
Type 3			x		
DOORS					
Type 1	x	x	x	x	x
Type 2					

**Criteria Definitions – Architectural**

**ACCESSIBILITY:** The ability to readily access concealed spaces to add additional services and to locate and perform service on all equipment/systems that will need attention after installation for operation, maintenance, or emergency needs.

**ACOUSTICS:** Industry accepted sound controlling characteristics such as STC and NRC.

**DURABILITY:** The ability of the systems to endure normal wear and tear over the useful life expectancy of the selected system/product.

**ENERGY EFFICIENT:** Industry accepted practice and applicable code requirements for each system/product in terms of thermal resistance (“R” and “U”) values and light transmittance.

**FLEXIBILITY:** The ability of the installed system to be cost effectively and efficiently relocated, while minimizing disruption to occupants and material waste in relocation.

**LIFE CYCLE:** The installed equipment/systems are the most effective over time in reducing costs from purchasing, installing, maintaining, operating, repairing, and replacing in terms of a fifty year life cycle.

**MAINTAINABILITY:** The suitability of the installed finish surfaces for regular cleaning and maintenance for high traffic areas.

**REPLACEABILITY:** The ability of the installed equipment/systems to easily be changed out and adapted to, not compromising the integrity of the installed environment.

**SERVICEABILITY:** The ease of servicing the installed equipment/systems for scheduled and unscheduled maintenance. Also pertains to responsiveness of outside service labor and materials.

**STANDARDIZATION:** The installed equipment/systems to be limited in variation of models, makes and replaceable parts, with a goal to minimize redundant parts and material inventory.



## C.4.4 SPACE CRITERIA - MECHANICAL

CRITERIA		SPACE TYPES		BUILDING SUPPORT		
		General Office Area	Auditoriums	Public Restrooms	Circulation	Stairs
MECHANICAL						
Occupancy Schedule	Monday-Friday	0800-1800	0800-1800	24H	24H	24H
	Saturday	Closed	Closed	24H	24H	24H
	Sunday	Closed	Closed	24H	24H	24H
	Holidays	Closed	Closed	24H	24H	24H
Temp. (°F) (Occupied)	Cooling Summer	75 (+/-2)	75 (+/-2)	75 (+/-2)	75 (+/-2)	75 (+/-2)
	Heating Winter	70 (+/-2)	70 (+/-2)	70 (+/-2)	70 (+/-2)	70 (+/-2)
Humidity (%RH) Summer Maximum		50% (+/-5%)	50% (+/-5%)	50% (+/-5%)	50% (+/-5%)	50% (+/-5%)
O.A. Ventilation Rate		20 CFM/Person	15 CFM/Person	70 CFM/WC/URINAL	.05 CFM/SQ-FT	.05 CFM/SQ-FT

**Criteria Definitions – Mechanical**

*Equipment selection can be any combination of centralized or de-centralized system as long as the equipment/systems meets the mechanical space criteria. (Rooftop equipment and Heat Pump systems are not acceptable) Design the HVAC system to be fully compatible with the Pentagon EMCS.*

**ACCESSIBILITY:** The ability to locate and perform service on all HVAC equipment/systems that will need attention after installation for operation, maintenance, or emergency needs.

**ACOUSTICS:** The HVAC equipment having acceptable noise limit based on the space criteria matrix “*Noise Criteria*” performance levels for the individual spaces defined.

**DURABILITY:** The ability of the installed HVAC equipment/systems to endure wear and tear over the useful life expectancy as defined in *ASHRAE “Estimates of Service Lives of Various System Components”*.

**ENERGY EFFICIENT:** All installed HVAC equipment/systems shall meet the requirements of Section 6 “*ASHRAE/IESNA Standard 90.1-1999*”.

**FLEXIBILITY:** The ability of the installed HVAC systems to accommodate for future expansion (i.e. increases in capacity, additional zone control needs, and tenant fit-out changes).

**LIFE CYCLE:** The installed equipment/systems being the most effective over time in reducing costs from purchasing, installing, maintaining, operating, repairing, disposal, and replacing with regards to energy conservation and environmental impact.

**MAINTAINABILITY:** The ability of the installed equipment/systems to easily be serviced for scheduled and unscheduled maintenance.

**REPLACEABLE:** The ability of the installed equipment/systems to easily be changed out and adapted to, not compromising the integrity of the installed environment.

**SERVICEABILITY:** The ease of servicing or replacement of equipment/systems without compromising the integrity of the installed environment with standard practice for service.

**STANDARDIZATION:** The installed equipment to be limited to a minimum variation in models, makes and replaceable parts and be compatible with the Pentagon EMCS.

## C.4.5 SPACE CRITERIA - ELECTRICAL

CRITERIA		SPACE TYPES		BUILDING SUPPORT		
		General Office Area	Auditoriums	Public Restrooms	Circulation	Stairs
<b>ELECTRICAL</b>						
<b>Electrical Connected Loads</b>	Lighting(w/Sq. Ft.)	1.5	4.0	1.0	0.5	0.5
	Receptacles(w/Sq.Ft.)	.5	1	.3	.3	.3
	Computers(w/Sq.Ft.)	2.4	0	0	0	0
	Equipment(w/Sq.Ft.)	.7	1	0.5	0.5	0.5
	Mechanical(w/Sq.Ft.)	1.3	1.5	.5	.85	.85
	Emergency power (w/Sq. Ft.)	0.3	0.3	0.3	0.3	0.3
<b>Redundancy</b>		No	No	No	No	No
<b>Wall Switches (Sq.Ft./wall switch)</b>		200	200	200	200	200
<b>LIGHTING</b>						
<b>Lighting Level (Foot Candles-Direct)</b>		45	20	20	15	15
<b>Lighting Level (Foot Candles-Indirect)</b>		35	0	0	0	0
<b>DATA/COMMUNICATIONS</b>						
<b>Telephone Outlets (Sq.Ft./telephone outlet)</b>		150	N/A	N/A	N/A	N/A

**Criteria Definitions – Electrical**

**ACCESSIBILITY:** The ability to locate and perform service on all electrical equipment based on National Electrical Code (NEC) and institute of Electrical and Electronic Engineers (IEEE) standards.

**DURABILITY:** The installed electrical equipment/systems to endure wear and tear over the useful life expectancy as determined by the manufacturer.

**ENERGY EFFICIENT:** All electrical equipment installed shall meet American National Standards Institute (ANSI) standard and National Electrical Manufacturers Association (NEMA) standard.

**FLEXIBILITY:** Installed electrical equipment/systems to accommodate for future expansion/tenant fit-outs.

**LIFE CYCLE:** The installed equipment/systems being the most effective over time in reducing costs from purchasing, installing, maintaining, operating, repairing, disposal and replacing with regards to energy conservation and environmental impact.

**MAINTAINABILITY:** Electrical equipment/systems to easily be performed service or maintenance over the useful life.

**REPLACEABLE:** The installed equipment/systems to easily be changed out and adapted to, not compromising the integrity of the environment.

**SERVICEABILITY:** The ability to repair and or replace equipment/systems using normal industry practice.

**STANDARDIZATION:** Equipment/systems to be limited to a minimum variation in models, makes and replaceable parts.

**SECURITY:** The electrical equipment is to be isolated so as to not allow any unauthorized personnel to access.

## C.4.6 SPACE CRITERIA – PLUMBING/FIRE PROTECTION

CRITERIA	SPACE TYPES		BUILDING SUPPORT		
	General Office Area	Auditoriums	Public Restrooms	Circulation	Stairs
<b>PLUMBING</b>					
Domestic Hot Water Temperature (°F) @ Point of Use Within 10 Seconds	100	N/A	100	N/A	N/A
<b>FIRE PROTECTION</b>					
Wet	Yes	Yes	Yes	Yes	Yes

**Criteria Definitions – Plumbing/Fire Protection**

**ACCESSIBILITY:** The ability to locate and perform service on all equipment/systems that will need alteration after installation for operation, maintenance, or emergency needs.

**DURABILITY:** The ability of the installed equipment/systems to endure wear and tear over the useful life expectancy as determined by the equipment manufacturer.

**FLEXIBILITY:** The ability of the installed equipment/systems to accommodate for future expansion (i.e. increases in capacity, additional zone control needs, and tenant fit-out changes).

**LIFE CYCLE:** The installed equipment/systems being the most effective over time in reducing costs from purchasing, installing, maintaining, operating, repairing, disposal, and replacing with regards to energy conservation and environmental impact.

**MAINTAINABILITY:** The ability of the installed equipment/systems to easily be changed out and adapted to, not compromising the integrity of the installed equipment.

**SERVICEABILITY:** The ability to repair and or replace equipment/systems using common industry practice.

**STANDARDIZATION:** The installed equipment/systems to be limited to a minimum variation in models, makes and replaceable parts.

## C.5 PROJECT PROCEDURAL REQUIREMENTS

**C.5.1 Professional Services.** The D-B contractor will designate a registered Architect or Engineer as the Designer of Record who will be responsible for the integration and approval of the complete design package. The Designer of Record must sign and seal all construction documents for each phase of work. The Designer of Record will designate representatives as sign-off authority for individual disciplines required for the completion of the design. These individuals must be registered engineers and architects and have significant influence over the development of the design. Sign-off from the Designer of Record and designated representatives will be on all applicable construction documents, specifications and shop drawings before construction can begin.

**C.5.2 Design review.** The design review process is the critical step to ensuring compliance with contract requirements, proper system interface, and constructability and operability of the facility. The D-B contractor must provide a design submission schedule. The contractor should propose a reasonable time for the Government review as appropriate to the phase of design. The schedule should be organized by the project phasing. The following review steps must be included in this schedule:

**C.5.2.1 *Pre-Work Conference*** - After contract award, key representatives of the Government and the contractor will review the design submission, the project requirements, and discuss the design schedule and provisions for phased completion of the documents.

**C.5.2.2 *Concept Level Submission.*** This is defined as the level at which all requirements are incorporated into the drawings and specifications. At this point, the documents must include enough information to adequately convey that all the user's requirements are included in and coordinated throughout all design disciplines. These include but are not limited to Civil, Landscape, Architectural, Structural, Interiors, Fire Protection, Plumbing, Mechanical, Electrical, Telecommunications, and Security. This is a formal submission for approval.

**C.5.2.3 *Design Development Phase*** This is defined as the period of design completion and review up to the construction document level. During this period, design reviews should be conducted periodically as determined by the contractor and PENREN team. All design documents (drawings, design intent documents, basis of design, specifications and calculations) will be reviewed during this phase to ensure these documents are fully integrated. Reviews should be conducted as documents are developed by disciplines and/or phases. On-board reviews or design review conferences should be maximized when agency reviews from outside DoD are necessary (WMATA, VEPCO, VDOT etc) to ensure the design review process proceeds quickly. The Government will review and comment on the basis of design, design intent documents, preliminary drawings, calculations and draft specifications at this level.

**C.5.2.4 *Construction Document Level Submission*** This is defined as the level at which the design incorporates all project and code requirements, has been verified for system interface, includes user requirements and has been through a budget check. This submission can be done in phases and/or by disciplines. These documents must be signed and sealed by the Designer of Record before being submitted for Government review. The Government will review and approve construction document drawings, and specifications at this level prior to construction. After this approval, all changes will have to be made bilaterally. These are formal submissions

for approval. Construction may begin upon approval of construction documents. All construction must conform to the approved construction documents.

**C.5.2.5 *As-built Submission*** Upon construction completion, the contractor will submit as-built drawings and documents. This is a formal submission that must be in the format prescribed below. This is a formal submission for approval.

**C.5.3 Submittals** Submittals must be in the format given in Section C.5.4

**C.5.3.1 *Design Submittals*** After contract award, the contractor must provide a design submittal register that includes all items to be submitted throughout the design of the MEF. For drawings, submit 5 full-size, 15 half-size, and 5 CD-ROM copies. For documents, submit via email or CD-ROM, 15 copies of specifications and design intent documents and 5 copies of basis of design and calculations.

**C.5.3.2 *Material Submittals*** After contract award, the contractor must provide a construction submittal register that includes all items to be submitted throughout the construction of the MEF. All material submittals will be approved by the Designer of Record. Submissions should be made electronically to the PENREN MEF Project Officer/COR. No payment will be made for materials that have not been submitted and approved.

**C.5.3.3 *Contract Submittals*** Contract submittals must be included in the construction submittal register. Submissions should be made electronically to the PENREN MEF Project Officer/COR. In addition to the submittals required in the contract sections, the contractor will submit a phasing plan, a quality control plan, a partnering plan and a project close out plan.

**C.5.4 Documentation Requirements** The Pentagon's Real Estate & Facilities Directorate (RE&F) requires complete and consistent data to maintain, operate, and alter renovated Pentagon facilities and systems in a cost effective manner. RE&F will perform these functions with the use of modern facility and infrastructure management technology.

**C.5.4.1 *General.*** Data means all drawings, documents, and databases used in the Renovation design and construction effort. During design and construction, provide periodic submittals so the Government may ensure data satisfies requirements. All as-built data will be delivered in hardcopy and electronic forms for each turnover. The Government does not warrant data provided to the Contractor. Electronic requirements:

- Electronic data must produce its respective hardcopy data when printed by the Government
- Provide electronic source files and file indexes containing searchable attributes on CD-ROM
- Provide Portable Document Format (PDF) files that are bookmarked and full-text retrievable
- Provide PDF files on CD-ROM with browser compatible menu

**C.5.4.2 *Drawing Requirements.*** Provide a nationally recognized CAD Standard with sufficient level of detail to satisfy the owner's requirements. Provide 2D as-built files and 3D wire-frame files in Bentley's Microstation format. Link CAD files to database when required.

**C.5.4.3 *Document Requirements.*** Include cover-sheet with key document attributes and table of contents in documents. Provide in Microsoft Word format or compatible format.

C.5.4.4 *Database Requirements*. Provide database deliverables in Microsoft Access format or compatible format. Include database schema and data dictionary.

C.5.4.5 *O & M Requirements*. Provide O & M equipment data in a format compatible with MAXIMO™.

## C.5.5 Project Controls

### C.5.5.1 *Schedule*

(a) The Integrated Master Schedule developed for the design and construction of the MEF must:

- Integrate all phasing of the work necessary to keep the MEF in operation throughout the contract.
- Identify critical contract milestones
- Identify the delivery date of all long lead items.
- Identify manpower resources required on each item of work.
- Be compatible with the payment method.
- Use a logic driven CPM (critical path method) with minimal arbitrary constraints
- Include all OGCs (other government contractors') schedules and interface milestones
- Have enough detail to track progress at the activity level to allow for the early detection of problem areas and for the equitable time impact analysis of scope changes.
- Use Primavera Project Planner (P3) or equivalent scheduling tool.
- Interface with PENREN's WBS and OBS (see the procedures manual in Section J).
- Incorporate PENREN milestones as required.

(b) Submission Requirements:

- Submit a design schedule for approval upon completion of Program Validation.
- Submit the construction schedule upon approval of the Concept Level design and prior to construction start. With this schedule, provide a cost curve of projected construction costs over the duration of the project.
- Provide monthly schedule updates based on design and construction progress. These updates must show the critical path progress, status of milestones, change order impacts and incorporation and progress of OGCs.

C.5.5.2 *Earned Value* It is the intent of PENREN to use Earned Value (EV) analysis to statistically assess schedule and cost results on the project. Accompanying each monthly schedule submission, provide EV analysis (in chart and narrative format) that compares actual performance and cost against the project schedule and cost curve. Provide monthly analyses of cost and schedule trends and suggested recovery options, if required. Actual costs incurred must be submitted quarterly to complete the EV analysis. An existing contractor format is acceptable if the contractor provides an explanation of how to interpret the information.

C.5.5.3 *Document Control* The contractor must establish an electronic contract control process when given the Notice to Proceed to:

- Track documentation and archive information
- Provide a common project reference system and data base
- Communicate with the Government and conduct operations in an environment that is as paperless as possible
- PENREN currently uses Expedition but may change if the contractor provides the software and training to PENREN staff.

C.5.6 Measurement Standards. Weights and measures for this project will be in SI (International System of Units) Metric Standard. This project may be developed, where necessary, utilizing “soft” metrics.

**SECTION E - INSPECTION AND ACCEPTANCE**

Supplies/services will be inspected/accepted at:

CLIN	INSPECTED AT	INSPECTED BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

1. Federal Acquisition Regulation (48 CFR, Chapter 1) Clauses

THE FULL TEXT VERSION OF THE FOLLOWING FAR CLAUSES ARE NOW AVAILABLE ON THE INTERNET AT THE FOLLOWING ADDRESSES:

<http://farsite.hill.af.mil>  
<http://www.arnet.gov/far/>

52.246-12	Inspection of Construction	Aug 1996
52.246-13	Inspection-dismantling, demolition, or removal of improvements	Aug 1996



**SECTION F - DELIVERIES OR PERFORMANCE**

CLIN	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	1 August 2002	Lump Sum	1.00	Dest	MDA947 MEF Contracting Officer Pentagon Renovation Office 100 Boundary Channel Drive, Arlington, VA 22202-3712
0002	1 August 2002	Lump Sum	1.00	Dest	Same as CLIN 0001
0003	1 August 2002	Lump Sum	1.00	Dest	Same as CLIN 0001
0004					
0005		Days	.00	Dest	

THE FULL TEXT VERSION OF THE FOLLOWING FAR CLAUSES ARE NOW AVAILABLE ON THE INTERNET AT THE FOLLOWING ADDRESSES.

<http://farsite.hill.af.mil>  
<http://www.arnet.gov/far/>

**LISTING OF CONTRACT CLAUSES INCORPORATED BY REFERENCE**Federal Acquisition Regulation (48 CFR, Chapter 1) Clauses

NUMBER	TITLE	DATE
52.242-14 (This clause is only applicable to work assignments issued on a fixed price basis)	Suspension of Work	APR 1984
52.245-3	Identification of Government-furnished Property (see Section C.3)	APR 1984
F.1 52.211-12	Liquidated Damages—Construction	APR 1984

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$600 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

52.211-10                      Commencement, Prosecution and Completion of Work                      APR 1984

The Contractor shall be required to (a) commence work under this contract within one (1) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than as specified in Section F.3. The time Stated for completion shall include final cleanup of the premises.

## F.2      WORKING FILES

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

## F.3      PERIOD OF PERFORMANCE

The period of performance of this contract shall be from the date of contract award through August 1, 2002 exclusive of all required reports.

## F.4      PLACE OF PERFORMANCE

The construction of the MEF will be performed on the Pentagon Reservation.

## SECTION G - CONTRACT ADMINISTRATION DATA

THE FULL TEXT VERSION OF THE FOLLOWING FAR AND DFARS CLAUSES ARE NOW AVAILABLE ON THE INTERNET AT THE FOLLOWING ADDRESSES.

<http://farsite.hill.af.mil>

OR FOR FAR ONLY PROVISIONS/CLAUSES

<http://www.arnet.gov/far/>

OR FOR DFARS ONLY PROVISIONS/CLAUSES

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

### LISTING OF CONTRACT CLAUSES INCORPORATED BY REFERENCE

#### 1. Federal Acquisition Regulation (48 CFR, Chapter 1) Clauses

NUMBER	TITLE	DATE
42.703-2	Certificate of Indirect Cost	APR 1998
42.704	Billing Rates	APR 1998
42.705	Final Indirect Cost Rates	MAR 1997

#### G.1 AWARD FEE

- (a) In addition to the profit set forth elsewhere in the contract, the Contractor may earn, based on performance, total award fee for Base Period up to \$ \_\_\_\_\_. The Options amount of total award fee will be increased by 10% of the target price of each option exercised, the total value for all effort performed under this contract not to exceed \$\_\_\_\_\_.
- (b) Monitoring of Performance. The Contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Fee Evaluation Board (AFEB). The AFEB recommends an award fee to the Award Fee Determination Official (AFDO) who makes the final decision of the award fee amount paid based on the Contractor's performance during the award fee evaluation period.
- (c) Award Fee Plan. The evaluation criteria and associated grades are specified in the award fee plan. The evaluation periods with the associated award fee pool amounts and performance criteria with associated percentages of available award fee are also specified in the award fee plan. Upon contract award, the Contractor will be provided the AFDO-approved award fee plan.
- (d) Modification of Award Fee Plan. Unilateral changes may be made to the award fee plan if the Contractor is provided written notification by the Contracting Officer ten days before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement.
- (e) Award Fee Payment.

- (1) Award fee is not subject to the allowable cost, and payment or termination clauses of this contract.
  - (2) The Contractor may bill for the award fee immediately upon receipt of the Contracting Officer's authorization for payment of the earned award fee amount.
- (f) Modifications to the contract for additional effort or changes. Any additions or deletions to profit/fee associated with new or changed work under the contract will be reflected in adjustments to the award fee pool instead of through the target or incentive profit arrangement. There will be no increases to the target profit as a result of additions or changes to the contract scope.

## G.2 RELATIONSHIP BETWEEN INCENTIVE PROFIT AND AWARD FEES

- (a) This contract is a fixed price incentive (firm target)/award fee contract for the design and construction of the Pentagon Metro Entrance Facility (MEF). This contract contains significant monetary incentives to motivate the Contractor to simultaneously control costs (the incentive profit) (and not/or) achieve excellence in the effort to be performed (the award fees). As detailed elsewhere in this contract, in the event of an under-run, the target fee shall be increased by \$.50 for every dollar that total allowable costs subject to the incentive is less than target cost. However, cost control is only one of the Government's objectives and payment of incentive profit is contingent upon achieving a minimum score of 85% on the award fee evaluation. In the event that the Contractor fails to achieve a minimum score of 85% on the award fee evaluation, the incentive profit that the Contractor would have earned on an under-run for that period shall be forfeited. At contract completion, the amount of the under-run allocated to the specific award fee period will be calculated using the formula set forth below:

Step 1: (Determine percentage of cost incurred during forfeiture period)

$$\frac{\text{Actual cost for the award fee period in which minimum score not achieved}}{\text{Actual total cost at complete, subject to the incentive profit}} = \% \text{ of cost}$$

Step 2: (Reduce total incentive profit by % of cost incurred during forfeiture period)

$$\% \text{ of cost multiplied by Total Under-run Incentive Profit}^* = \text{Adjustment (reduction for period)}$$

(\* Total Under-run Incentive Profit = total under-run times Contractor's share (50%).)

- (b) The adjustment for the period would then be deducted from the total under-run incentive profit. If the declaration of an under-run is made prior to contract completion and estimated forfeiture of the incentive profit is calculated because of a failure to achieve the minimum award fee score in a particular period, a final forfeiture amount will be calculated using actual costs at completion.

## G.3 LIMITATION ON MARK-UPS ON CHANGE ORDERS AND CONTRACT MODIFICATIONS

- (a) In the event the Government elects to direct a change order or enter into a contract modification that increases the scope of work during the course of performance of this contract, allowances for overhead and fee of higher tier subcontractors and the general Contractor shall be subject to the limitations below.
- (b) Changes and modifications up to \$100,000.00 (Exclusive of Mark-ups)
- (1) No subcontractor, vendor or material man, at any level, shall apply markups in excess of 10% overhead and 10% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions described below.
  - (2) In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors (regardless of the number of tiers of subcontractors), and the general contractor may not exceed 25% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by \$100,000.00, and the work performed by this fifth tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed \$125,000.00
  - (3) Overhead and fee percentages, for the purposes of this provision, shall include insurance (excluding bonds), field and office supervisors and staff (including clerical), home office overhead, field overhead, security, use of small tools, and incidental job site burdens (including office equipment, trailer rental, utilities).
  - (4) Bond premium adjustments arising out of changes and modifications directed by the Government shall be subject to a separate allowance independent of the overhead and fee limitations described above.
  - (5) The fee and overhead limitations described above shall not apply to self-performed work by any contractor at any level.
  - (6) In the event that a modification or change order results in a credit(s) to the Government, the same fee and overhead restrictions shall be applied in calculating the reduction in contract price.
- (c) Changes and modifications from \$100,001.00 to \$499,999.00 (Exclusive of Mark-ups)  
Modify paragraphs (1) and (2) above as follows:
- (1) No subcontractor or vendor, at any level, shall apply markups in excess of 7.5% overhead and 7.5% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions in paragraph (b) above.

- (2) In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors (regardless of the number of tiers of subcontractors), and the general contractor may not exceed 20% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by \$200,000.00, and work performed by this fifth tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed \$240,000.00

(d) Changes and modifications exceeding \$500,000.00 (Exclusive of Mark-ups) Modify paragraphs (1) and (2) above as follows:

- (1) No subcontractor or vendor, at any level, shall apply markups in excess of 5.0% overhead and 5.0% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions in paragraph (b) below.
- (2) In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors, regardless of how of the number of tiers of subcontractors, and the general contractor may not exceed 10% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by \$600,000.00, and work performed by this fifth tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed \$660,000.00.

#### G.4 SUBCONTRACTING PLAN FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement will be incorporated as an attachment to the contract.

#### G.5 SUBCONTRACTING REPORTS—SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS OCT 1991

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms. Submit the original and one copy to:

MEF Contracting Officer  
Pentagon Renovation Office  
100 Boundary Channel Drive  
Arlington, VA 22202-3712

## G.6 PAYMENT AND INVOICING PROCEDURES

Payment will be made after receipt of a proper invoice for all services accepted identified under individual delivery orders. The invoice must have the contract number annotated on it and be submitted to:

MEF Contracting Officer  
Pentagon Renovation Office  
100 Boundary Channel Drive  
Arlington, VA 22202-3712

## G.7 CONTRACT ADMINISTRATION REPRESENTATIVES

- (a) Contracting Officer Representative (COR) for this contract: To be identified at time of contract award.
- (b) Contract Specialist(s) (CS) responsible for administering this contract: To be identified at time of contract award.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 EXTENDED OVERHEAD-DAILY RATE

In determining extended overhead costs in the event of a Government-caused compensable delay in contract performance, the following extended daily overhead rate shall be used: \$ \_\_\_\_\_. The daily extended overhead rate includes the daily home office overhead applicable to this contract, the daily cost of maintaining the Contractor's MEF field office (i.e. trailer rental or ownership costs, telephone service, office equipment, electrical service), and the cost of the Contractor's on-site management team (including clerical support). The daily-extended overhead rate does not include subcontractor costs, construction equipment costs, materials or labor costs (excepting the on-site management team). The Contractor agrees that the daily overhead rate shall be the sole and exclusive basis for pricing extended overhead in the event of a Government-caused compensable delay during the period of performance of this contract.

### H.2 WORK BY OTHER CONTRACTORS

(a) General. The Government has awarded and will award other contracts for specialized work, which is outside the scope of this contract or outside the scope of awarded options. These contracts will involve additional work at or near the site of the work under this contract. The contractor shall fully coordinate its work with the work of other Government contractors (hereafter call OGCs) and with the Contracting Officer. The Contractor shall carefully adapt its schedule and performance of work under this contract to accommodate the work of the OGCs, and shall take coordination direction from the Contracting Officer. The OGCs will be placed under similar contracting conditions regarding coordination. The Contractor shall make every reasonable effort to avoid interference with the performance of work by the OGCs, as scheduled by the OGCs or by the Government.

(b) Integrated Master Schedule Inclusion. The Contractor's master schedule shall be prepared to include all OGC activities as indicated by the Contracting Officer.

(c) Award Fee Impact. As noted elsewhere in this contract, coordination of work with OGCs is one of the principal elements of the award fee determination. Failure to properly coordinate work with OGCs may cause the award fee determining official to decline to award part or the entire award fee associated with such coordination.

(d) Notification of Defective Work. If any part of the Contractor's work is dependent upon the completion of work by OGCs, the Contractor shall inspect such work and promptly report to the Contracting Officer, in writing, any apparent defects or deficiencies in such work that would render it unacceptable or prevent the Contractor from fulfilling his requirements to deliver a quality product in compliance with the Contractor's master schedule. Failure to perform such inspection of dependent OGC work, prior to Contractor commencement or continuance of Contractor follow-on work would constitute an acceptance by the Contractor of work by other Contractors, as being fit and proper for integration with work under this contract, except for those defects and deficiencies in the work by other Contractors which are latent or otherwise were not discoverable by reasonable inspection.

(e) Notification of Obstructive Conditions. If any part of the Contractor's work is impeded by



unscheduled occupation or obstruction of Contractor work areas by OGCs, the Contractor shall promptly report such conditions in writing to the Contracting Officer.

(f) Notification of Scheduling Conflicts. If the Contractor becomes aware of potential scheduling conflicts with activities by OGCs, the Contractor shall promptly notify the Contracting Officer in writing.

(f) Weekly Coordination Meetings. The Contractor shall be responsible for initiating and leading weekly coordination/scheduling meetings with the OGCs and representatives of the Government. The Contractor shall be responsible for the updating of the Contractor's master schedule to reflect revisions resulting from such weekly coordination meetings.

(g) Preparation of and Access to OGC Worksites. The Contractor shall be responsible to make ready applicable areas to allow for scheduled activities by each of the OGCs in accordance with the project schedule. OGCs which will be working in and around the project site at various times during the course of the project, include but are not limited to those associated with the following Government contracts:

- (1) IM&T above ground telecommunications
- (2) EMCS and fire alarm systems contract
- (3) ISIS security equipment contract
- (4) Escalator and Elevator contracts
- (5) Signage
- (6) Furniture

### H.3 EXERCISE OF OPTIONS

The Option in this contract consists of effort contained in Option 1 --CLIN 0002 and CLIN 0003 Electrical ductbank. In accordance with FAR 52.217-7, "Option for Increased Quantity-Separately Priced Line Item," the Government is not obligated to exercise any of the options in this contract. The Government, however, reserves the right to exercise one or more options any time after contract award, but not later than December 31, 2000.

### H.4 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions shall be satisfied:

- (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) Schedule. The following schedule of monthly anticipated adverse weather delays is based on

National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule shall reflect the following anticipated adverse weather delays in weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON FIVE (5) DAY WORKWEEK**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4	5	6	7	6	6	6	5	2	5	4	3

(c) Procedure. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated above, the Contracting Officer will convert qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

**H.5 DESIGN-BUILD CONTRACT--ORDER OF PRECEDENCE (CLINs 0001, 0002 and 0003)**

(a) This contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted technical proposal entitled "Metro Entrance Facility Design and Technical Solution." The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract regarding work performed pursuant to CLINs 0001, 0002, or 0003, precedence shall be given in the following order:

- (1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.
- (2) The provisions of the solicitation.
- (3) All other provisions of the accepted technical proposal.
- (4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

**H.6 PARTNERING**

The Government seeks to form a cooperative, effective partnering relationship with the Contractor to accomplish the requirements of this project within quality, cost and schedule objectives. The Contractor shall coordinate with the Government to arrange an initial two-day, off-site, facilitated partnering session to be attended by key Government, Management Support Architect Engineer, Contractor, consultant and subcontractor personnel. This initial partnering session shall take place within fourteen (14) days of the date of receipt of Notice to Proceed.

#### H.7 COMPLIANCE WITH PENTAGON REGULATIONS

The site of the work is on a Federal Reservation Complex and contractor shall observe rules and regulations issued by the Director, Washington Headquarters Service (WHS) covering general safety, security, sanitary requirements, pollution and noise control, traffic regulations and parking, shall be observed by the Contractor. Information regarding requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining the same from appropriate authorities.

#### H.8 IDENTIFICATION OF EMPLOYEES

Each employee assigned to this project by the Contractor and subcontractors shall be required to display at all times, while on the project site, an approved form of identification provided by the Contractor, as an authorized employee of the Contractor/subcontractor. In addition, within areas where identification is prescribed and furnished by the Government, it shall be displayed as required and shall immediately be returned to the Contracting Officer for cancellation upon release of the assigned employee and/or completion of project.

#### H.9 PERSONNEL SECURITY CLEARANCES

All personnel employed by a civilian commercial firm to perform work associated with the design/construction/maintenance/repair of the building or installation/relocation of equipment, furniture or other items within the building, whose activity at any time requires passage into Government-occupied portions of the Pentagon, shall be required to obtain a Temporary Department of Defense (DOD) Building Pass.

Temporary DOD Building Passes are issued to persons for their use only. The lending of a pass to another individual or alteration of the pass is in violation of Title 18, U.S.C. 499 and may result in prosecution.

The Contractor shall be responsible for having each employee requiring a Temporary DOD Building Pass prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and refiling applications for personnel in the event that clearances must later be extended.

The Pentagon Renovation Security Office (PRSO), 120 Boundary Channel Drive, Arlington, VA 22202, telephone (703) 693-9665, will receive applications from the Authorizing Official and issue the Temporary DOD Building Pass. The Temporary DOD Building Pass will be issued upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as

a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days.

Personnel requiring a Temporary DOD Building Pass must be either a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws. Each applicant will be required to:

- (1) Complete DD Form 2249, DOD Building Pass Application.
- (2) Display a photo identification card, issued by either a state motor vehicle agency or their employer, at the time of issuance of the Temporary DOD Building Pass. In addition, foreign nationals must present, along with photo identification, a valid green card at the time of issuance of the Temporary DOD Building Pass.

All forms required to be completed for a Temporary DOD Building Pass will be provided to the Contractor by the Contracting Officer. Upon completion of the application procedures, the PRSO will issue the Temporary DOD Building Pass directly to the pass user. The pass will be dated to expire minimally for 3 days and maximally for 6 months following the date of issue. The pass shall be visibly worn by the user at all times while in designated areas. Absence of the pass shall result in the expulsion of the user from such areas until the pass can be produced. Lost or stolen passes shall be reported immediately to the Contracting Officer, and will be replaced only upon re-submission of the DD Form 2249.

#### H.10 CORPORATE VEHICLE CLEARANCES

Privately Owned Vehicles: Privately owned vehicles will not be permitted access to the Contractor/subcontractor staging/parking areas or construction site. Private non-company vehicles may be parked in a nearby paid commercial/visitor parking lot located in the Hayes Street Parking Lot on the east side of Highway 395.

#### H.11 MATERIAL AND WORKMANSHIP (FAR 52.236-5-Deviation)

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the design criteria to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, articles, or process that, in the judgment of the Contracting Officer, is equal to that named in the design criteria, unless otherwise specifically provided in this contract.
- (b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work if there is any deviation from the equipment or machinery specified in the approved design. When requesting approval to deviate, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical or other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles that the Contractor contemplates

incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work site any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

## H.12 EXTERNAL APPROVALS

The parties to this contract recognize that delays in receipt of required approvals from regulatory agencies such as the National Capital Planning Commission (NCPC) can delay the overall project design and construction schedule. The parties also recognize that while obtaining these approvals is the responsibility of the Contractor, some aspects of the approval process may be beyond the control of the Contractor. In the event that delays in obtaining regulatory approvals result in delays in the completion of the design and/or construction without the fault or contribution of the contractor, these delays shall not be subject to the liquidated damages provisions of this contract. However, if the delay(s) in obtaining the required approvals is caused, in part or in whole, by any failure, delay or omission of the Contractor, the liquidated damages provisions shall be applied. Similarly, the award fees earned by the Contractor shall not be reduced solely as a result of failing to meet critical project milestones arising from the failure to obtain regulatory approvals if the Contractor is without fault. Approval related delays shall be reviewed by the Contracting Officer and/or the Award Fee Determining Official on a case by case basis and the resulting determination shall be made solely by the Government. However, the Contractor will be given an opportunity to provide input prior to the award fee determination in accordance with the Award Fee Plan.

## H.13 REQUIRED INSURANCE

- (a) Pursuant to the contract clause entitled "Insurance-Work on a Government Installation," FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death Property Damage	\$200,000 per person \$500,000 per occurrence \$ 20,000 per occurrence
Workers' Compensation and Employer's Liability	\$100,000 per person*

\*Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the

employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(d) For insurance under FAR 52.228-5, the Contractor shall name WMATA as a named additional insured.

#### H.14 SECURITY PROVISIONS

(a) The design and construction of the Metro Entrance Facility may require access to, and protection of, certain security-sensitive documents and information, the precise number and type of which cannot be determined at the time of contract formation. Security-sensitive documents will be made available to Contractor personnel for review at a secure site on the Pentagon Reservation. Access to security-sensitive documents shall be limited to those contractor personnel (including subcontractors and consultants) with a need-to-know.

(b) Nothing in this contract shall operate to modify, limit or reduce the security obligations of any contractor, architect-engineer, consultant or sub-consultant that has classified documents or other classified information in its possession or control at the time of contract formation.

#### H.15 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

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(b) During the first one-hundred eighty (180) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial one-hundred eighty (180) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

## SECTION I - CONTRACT CLAUSES

### 1. Federal Acquisition Regulation (48 CFR, Chapter 1) Clauses

<u>Clause</u>	<u>Clause Title</u>	<u>Date</u>
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998
<p>This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text clause may be accessed electronically at this/these address(es):</p> <p style="text-align: center;"> <a href="http://farsite.hill.af.mil">http://farsite.hill.af.mil</a>  <a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>  <a href="http://www.acq.osd.mil/dp/dars/dfars/dfars.html">http://www.acq.osd.mil/dp/dars/dfars/dfars.html</a> </p> <p style="text-align: center;">(End of clause )</p>		
52.202-1 Alt I	Definitions (Oct 1995) --Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment For Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-4	Economic Price Adjustment—Labor and Material	JAN 1997
52.216-7	Allowable Cost and Payment	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 1999
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standard Act -- Over-time Compensation	JUL 1995
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988



52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans And Veterans of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2000
52.225-12	Buy American Act-Construction Materials Under Trade Agreements Act and North American Free Trade Agreement	FEB 2000
52.226-1	Utilization of Indian Organizations And Indian-Owned Economic Enterprises	JAN 1999
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work on A Government Installation	JAN 1997
52.228-11	Pledges of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-15	Performance and Payment Bonds—Construction Applicable CLINS: 0001, 0002, and 0003	SEP 1996
52.229-3	Federal, State and Local Taxes	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure and Consistency Of Cost Accounting Practices	APR 1998
52.232-5	Payments under Fixed-Price Construction Contracts Applicable CLINS: 0001, 0002, and 0003	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	JUN 1997
52.233-1 Alt I	Disputes (DEC 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-6	Superintendence by the Contractor	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-23	Responsibility of the Architect-Engineer Contractor Applicable CLINS: 0001, 0002, and 0003	APR 1984
52.236-25	Requirements for Registration of Designers Applicable CLINS: 0001, 0002, and 0003	APR 1984
52.236-26	Preconstruction Conference	FEB 1995

52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III Applicable CLINS: 0001, 0002, and 0003	APR 1984
52.243-4	Changes Applicable CLINS: 0001, 0002, and 0003	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.246-21	Warranty of Construction	MAR 1994
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Special Prohibition On Employment	MAR 1999
252.203-7002	Display of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.205-7000	Provisions of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business And Small Disadvantaged Business Subcontractors Plan (DOD Contracts)	APR 1996
252.223-7006	Prohibition on Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	MAY 1999
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.242-7004	Material Management And Accounting System	SEP 1996
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports of Government Property	MAY 1994

I.1 52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET OCT 1997

(a) *General.* The supplies or services identified in the Schedule as Items 0001, 0002, and 0003 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of (110% of target cost) INSERT PRICE. Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) *Definition.* "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Data submission.* (1) Within 45 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) *Price revision.* Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated total cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less 50 percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus 50 percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) *Contract modification.* The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) *Adjusting billing prices.* (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) *Quarterly limitation on payments statement.* This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with subparagraph (d)(2) above, when the amount stated under subdivision (g) (1)(ii), of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g) (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (g) (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) *Subcontracts.* No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) *Disagreements.* If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

j) *Termination.* If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services

accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) *Equitable adjustment under other clauses.* If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) *Exclusion from target price and total final price.* If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) *Separate reimbursement.* If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) *Taxes.* As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of clause)

#### I.2 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM MAR 1989

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within (see H-3). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### I.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY APR 1984

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority -Participation for each trade	Goals for female -Participation for each trade
28%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform

throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$ 10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the

- (1) Name, address, and telephone number of the subcontractor;
  - (2) Employer's identification number of the subcontractor;
  - (3) Estimated dollar amount of the subcontract;
  - (4) Estimated starting and completion dates of the subcontract; and
  - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the city of Arlington and Arlington County, Virginia.

#### I.4 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR

APR 1984

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twelve percent (12%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

#### I.5 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA.

NOV 1995

(a) Definitions. As used in this clause -

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
  - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
  - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer

authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that -

- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information

- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the Steamship Company.
- (e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief -
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
  - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation in Part 13 of the Federal Acquisition Regulation.

(End of Clause)



## **SECTION J - LIST OF ATTACHMENTS**

### **J.1 EXISTING CONDITIONS**

- J.1.1 Exterior Existing Conditions
  - WMATA Inter-modal facility drawings (hardcopy only)
  - Site Plan – (WH Gordon)
- J.1.2 Existing Conditions Pentagon Building Plans
- J.1.3 Primary Electrical Power Distribution System
- J.1.4 Existing Traffic Flow Pattern
- J.1.5 MEF Project Area

### **J.2 REFERENCES**

- J.2.1 Fixed Features of the Renovated Pentagon
  - Draft Utility Concept Plans Report
  - Draft Architectural Features
- J.2.2 WMATA Manual of Design Criteria
- J.2.3 WMATA Adjacent Construction Design Manual
- J.2.4 IM&T Facility Performance Requirements
- J.2.5 Design and Construction Security Standards and Criteria
- J.2.6 Access Control System documentation for the existing MEF
- J.2.7 Project Controls Procedure Manual
- J.2.8 Draft MEF Commissioning Plan and Procedures Manual
- J.2.9 Safety Inspection Checklist
- J.2.10 Flow Diagrams for the “Addition”
- J.2.11 Electrical ductbank sketches
- J.2.12 Draft Award Fee Plan

### **J.3 INFORMATION LIBRARY**

- J.3.1 Assessment of the Pentagon Reservation Master Plan
- J.3.2 PENREN Tenant Guidelines
- J.3.3 Installation of Exterior IM&T ductbank (to be completed by Aug 00)
- J.3.4 Pentagon South Parking Transportation Study – 7 April 1994
- J.3.5 Traffic Study of South Parking, Fern Street, & Adj. Areas – 26 May 1999
- J.3.6 Traffic Engineering Study Final Report – 1-98
- J.3.7 South Terrace – Outer Grounding Ring

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### SOLICITATION PROVISIONS - FIXED-PRICE CONSTRUCTION

#### 1. Federal Acquisition Regulation (48 CFR, Chapter 1) Provisions

<u>Provision Number</u>	<u>Provision Title</u>	<u>Date</u>
K.1 52.203-2	Certificate of Independent Price Determination. As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror." Certificate of Independent Price Determination (a) The offeror certifies that--  (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-- (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered.  (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and  (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.  (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--  (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or  (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ <i>[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];</i>  (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.	APR 1985

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.  
(End of provision)

K.2 52.203-11 Certification and Disclosure Regarding Payments to influence APR  
1991

Certain Federal Transactions.

As prescribed in 3.808, insert the following provision:

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.3 52.204-5 Women-Owned Business (Other Than Small Business). May 1999  
As prescribed in 4.603(b), insert the following provision:

## Women-Owned Business (Other Than Small Business)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

(End of provision)

K.4 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. MAR 1996

As prescribed in 9.409(a), insert the following provision:

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.5 52.215-6 Place of Performance.

Oct 1997

As prescribed in 15.209(f), insert the following provision:

Place of Performance

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner  
(Street Address, City, and Operator of the Plant  
State, County, Zip Code) or Facility if Other than  
Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

(End of provision)

K.6 52.219-1 Small Business Program Representations.

May 1999

As prescribed in 19.307(a)(1), insert the following provision:

## Small Business Program Representations

(a)(1) The standard industrial classification (SIC) code for this acquisition is \_\_\_\_\_ [insert SIC code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

- (iii) Be ineligible for participation in programs conducted under the authority of the Act.  
(End of provision)

K.7 52.222-22 Previous Contracts and Compliance Reports.

FEB 1999

As prescribed in 22.810(a)(2), insert the following provision:

Previous Contracts and Compliance Reports

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.  
(End of provision)

K.8 52.223-4 Recovered Material Certification.

OCT 1997

As prescribed in 23.405(a), insert the following provision:

Recovered Material Certification

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

K.9 52.223-13 Certification of Toxic Chemical Release Reporting.

OCT 1996

As prescribed in 23.907(a), insert the following provision:

Certification of Toxic Chemical Release Reporting

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

{ } (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

{ } (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

{ } (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

{ } (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

{ } (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K.10 52.230-1 Cost Accounting Standards Notices and Certification.

APR 1998

As prescribed in 30.201-3, insert the following provision:

#### Cost Accounting Standards Notices and Certification

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of



this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of

Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no  
(End of provision)

K.11 52.236-28 Preparation of Proposals--Construction.

OCT 1997

As prescribed in 36.520, insert the following provision:

### Preparation of Proposals--Construction

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.  
(End of provision)

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

52.252-1 SOLICITATION PROVISIONS INCORPORATED FEB 1998  
BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available. The offeror is cautioned that the listed provision may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision maybe accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>  
<http://www.arnet.gov/far/>  
<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

(End of provision)

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.203-5	Covenant Against Contingent Fees	APR 1984
52.215-1	Instruction to Offerors-Competitive	FEB 2000
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.236-27	Site Visit (Construction)	FEB 1995
52.236-28	Preparation of Proposals-Construction	OCT 1997
252.227-7017	Identification and Assertion of use, release, Or disclosure restrictions	JUN 1995
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR1998
252.204-7001	Commercial And Government Entity (CAGE) Code Requirement	AUG 1999

### L.1 PROJECT COST, PHASING & FUNDING CONSTRAINTS

A total project budget ceiling of 19.4 million dollars has been established for the design/build of the Metro Entrance Facility, within which the Government expects the contractor's price proposal for CLINs 0001 and 0002 to conform. This budget-ceiling amount and all dollar values below are exclusive of award fees and incentive fees that may be earned under the contract. The Government's objective is to complete the project as described in Section C within this budget ceiling.

Existing funding stream constraints further complicate the accomplishment of the project. This project is to be funded over two fiscal years in FY00 and FY01.

Fiscal Year 2000 (10/1/99 – 9/30/00): 4.2 million dollars (\$4,200,000.00)

Fiscal Year 2001 (10/1/00 – 9/30/01): 15.2 million dollars (\$15,200,000.00)

The contract will be structured as a base contract and an option. The contractor is required to structure the technical approach and the proposal in such a manner that the price for proposed work to be completed as part of the Base (CLIN 0001) does not exceed the total funding available for FY00. However, due to fiscal law requirements, it is of paramount importance that the work be phased such that a stand-alone, viable product results from the Base effort. That is, the Government cannot contract for a partially completed effort in FY00 - the result of the Base design/construction must be a usable product.

The CLINs in Section B contemplate that offerors may propose to accomplish varying levels of the total project in the Base. The CLINs will be adjusted to reflect the contractor's approach and more completely describe the effort to be performed in the Base and Option 1.

Schedule CLIN 0003 will be exercised and priced separately from CLIN 0001 and CLIN 0002. The Contracting Officer will give a Notice to Proceed letter when the contractor is authorized to begin construction.

## L.2 SUBMISSION REQUIREMENTS

Volume 1	Design and Technical Solution
Volume 2	Technical Approach
Volume 3	Management Approach
Volume 4	Cost Proposal
Volume 5	Subcontracting Approach

Fifteen hardcopies of each volume will be required.

## L.3 VOLUME 1 - DESIGN AND TECHNICAL SOLUTION

This volume will be divided into two sections: (A) Design Solution and (B) Technical Solution and will be incorporated into the contract resulting from this solicitation.

(A) The Design Solution should give sufficient detail to show incorporation of the project requirements and phasing constraints as outlined in Section C. In addition, provide renderings. A three dimensional model is optional.

(B) The Technical Solution is a design narrative that describes how the offeror has ensured all the program requirements are captured and details unique requirements that drive certain design aspects. It must include the phasing sequence and issues surrounding phasing. Clearly annotate which "objective" requirements (annotated with a **(O)** in Section C) are incorporated into the design. The design narrative must include methodologies for achieving integrated sustainable design and sufficient details to ascertain that materials, equipment and systems will meet the operational and maintenance objectives in Section C.

#### L.4 VOLUME 2 - TECHNICAL APPROACH

This volume will be divided into four sections: (A) Integrated Master Plan, (B) Integrated Master Schedule and (C) Logic Description (D) Design / Construction Milestones.

(A) The Integrated Master Plan (IMP) graphically portrays the project phasing and sequencing from design concept through construction completion. It must portray the program elements in each phase of work and show how the funding stream constraints are accommodated. This plan must be supported by a written narrative that details phasing constraints, coordination with ongoing operations, approximate dates site areas must be available, and the interface of Other Government Contractors (OGCs) during construction. This phasing and sequence plan shall be the basis for the provision of the CPM schedule described below in paragraph (B).

(B) The Integrated Master Schedule (IMS) must be a Critical Path Method (CPM) schedule in time-scaled logic diagram format. This schedule shall show the proposed step by step approach to executing the project requirements and clearly show constraints and dependencies. This overall project plan must present the best value to the Government within the funding stream constraints.

(C) The Logic Description submission is a narrative description of the proposed step by step approach to executing the requirements of this contract. The description, which is fully integrated with the IMS, must explain the schedule methodology and logic in sufficient detail to demonstrate that the proposed schedule is reasonable and realistic.

(D) Propose at least 10 design-construction milestones for the entire project. These milestones are critical elements in the IMS and IMP. These will be incorporated in the contract resulting from this solicitation.

#### L.5 VOLUME 3- MANAGEMENT APPROACH

This volume will be divided into two sections: (A) Project Staffing Plan and (B) Project Controls Plan and will be incorporated into the contract resulting from this solicitation.

(A) The Project Staffing Plan must include, as a minimum, the following:

- An updated organizational chart that includes the design/build team (any changes from the RFQ submission should be clearly identified with a reason for the change), all design consultants and all subcontractors. Indicate if each individual's involvement in the project will be on-site or off-site and full time or part time.
- Identify the personnel considered to have critical roles in executing the requirements of this project. Describe how each key person's experience will be an asset to this project.
- Provide the safety professional's name and qualifications.
- Provide a description of both the design and construction entity's ability to devote adequate resources to this project in the Washington D.C. metropolitan area. Specifically address resource availability in the context of the lead offices' known and projected workload over the duration of this project.
- What is the plan for Award Fee flowdown to subcontractors and how will the incentive and award fees be used to motivate subcontractors.

(B) The Project Controls Plan must include, as a minimum:

- Propose a method of payment.
- Describe how AE services are provided throughout construction of the project.
- Proposed design review and approval processes with the Government and with in design entities. This process should include the procedures of design development and construction documents approval.
- Schedule management
- Public relations procedures that will be essential in such a highly visible / high traffic public area.
- Provide a Risk Management Plan that identifies the project's specific / unique risks and a plan to mitigate those risks. As a minimum, discuss risks associated with design and construction responsibility shifts, ongoing operations in the area, budget risks, and schedule risks.

#### L.6 VOLUME 4 – COST/PRICE PROPOSAL

This volume will be divided into two sections: (A) Price Schedule, Representations and Certifications and (B) Cost Summaries and Breakdowns.

(A) Complete the Price Schedule contained in Section B, Representations and Certifications contained in Section K, and indicate any exceptions taken to the RFP. See Section L.1 for price limitations for CLINs 0001 and 0002.

(B) Provide cost summaries and breakdowns for all CLINs in the Price Schedule. This submission must contain enough detail for the Government to determine that each CLIN is reasonably and realistically priced. Annotate any “objective” or “above the minimum threshold” requirement as described in the Technical Solution. Also, provide the daily extended overhead rate as described in Section H.1 and describe how this rate was derived. Reference FAR 52.215-20 for instructions in preparing pricing proposal.

#### L.7 VOLUME 5 - SUBCONTRACTING PLAN

This volume shall consist of the plan described in FAR 52.219-9, Small Business Subcontracting Plan.

#### L.8 DATE, TIME & PLACE OF SUBMISSION

The proposal is due by 1:00 p.m. on Monday, 22 May 2000. Proposals may be sent or hand carried to the attention of Nick Aievoli, Contracting Officer, Pentagon Renovation Office, 100 Boundary Channel Drive, Arlington, VA 22202. All submitted materials will become the property of the Government and will not be returned.

#### L.9 CONTRACT MILESTONES

Proposals Due	05-22-00
Anticipated Contract Award	06-15-00

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Anticipated Notice to Proceed for Base Period Design and Construction (CLIN 0001)	06-21-00
Anticipated Notice to Proceed for Option 1, Construction (CLIN 0002)	10-15-00
Anticipated Notice to Proceed for Electrical ductbank (CLIN 0003)	10-15-00
Final Completion of all Contract Requirements	NLT 08-01-02

#### L.10 CONFIDENTIAL INFORMATION

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract qualifications and proposals submitted to federal agencies. If a submission contains information that he/she believes should be withheld from such requestors under FOIA on the grounds that they contain “trade secrets and commercial or financial information” [5 USC§552(b)(4)], mark the submission in the following manner:

- The following notice should be placed on the title page: “Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on page(s) \_\_\_\_\_”.
- Each individual item considered privileged or confidential under FOIA should be marked with the following notice: “The data or information is considered confidential or privileged, and is not subject to mandatory disclosure under the Freedom of Information Act”.

#### L.11 AWARD FEE PLAN

The draft Award Fee Plan for this procurement is in Section J. Upon contract award, the contractor will be provided the approved plan.